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सं० 29] नई दिल्ली, शनिवार, जुलाई 18, 1981/आषाढ़ 27, 1903

No. 29] NEW DELHI, SATURDAY, JULY 18, 1981/ASADHA 27, 1903

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India (other than the Ministry of Defence)

विधि, न्याय तथा कम्पनी-कार्य मंत्रालय

(न्याय विभाग)

आदेश

नई दिल्ली, 29 जून, 1981

सा०आ० 1920.—जबकि इलाहाबाद उच्च न्यायालय के मुख्य न्यायाधीश ने, श्री सरूप कृष्ण कौल और श्री सुधि भूषण मलिक, जिन्होंने उक्त उच्च न्यायालय के न्यायाधीश के पद पर कार्य किया है, से यह अनुरोध करने का प्रस्ताव किया है कि वे 1-1-1981 को उक्त उच्च न्यायालय में 5 साल से अधिक समय से अनिर्णीत पड़े 21,845 मामलों का निपटान करने के लिए उक्त उच्च न्यायालय के न्यायाधीशों के रूप में आसीन हों और कार्य करें ।

और जबकि संविधान के अनुच्छेद 224-क के उपबंधों के अनुसरण में, राष्ट्रपति ने, श्री सरूप कृष्ण कौल और श्री सुधि भूषण मलिक को उक्त उच्च न्यायालय के न्यायाधीश के रूप में उस अवधि तक अथवा कि 1-1-1981 को 5 सालों से अधिक समय से अनिर्णीत पड़े, मामलों का निपटान न हो जाए, या उस तारीख से लेकर एक साल की अवधि के लिए जिस तारीख को श्री सरूप कृष्ण कौल और श्री सुधि भूषण मलिक अपने-अपने पद का कार्यभार ग्रहण करें, इनमें से जो भी अवधि पहले हो उस अवधि तक के लिए उक्त उच्च न्यायालय के न्यायाधीशों के रूप में आसीन होने और कार्य करने के प्रस्ताव पर अपनी सहमति दे दी है;

अब, इसलिए, संविधान के अनुच्छेद 224-क के अनुसरण में, राष्ट्रपति एतद्द्वारा यह निर्धारित करते हैं कि श्री सरूप कृष्ण कौल और श्री सुधि भूषण मलिक क्रमशः जिस अवधि के दौरान इलाहाबाद उच्च न्यायालय के न्यायाधीश के रूप में आसीन होंगे और कार्य करेंगे, उस अवधि में वे निम्नलिखित भत्तों के हकदार होंगे, अर्थात्:—

(1) 3,500/- रुपये (केवल तीन हजार पांच सौ रुपए), जिसमें से इलाहाबाद उच्च न्यायालय के सेवा निवृत्त न्यायाधीश के रूप में उनके द्वारा ली जा रही पेंशन तथा किसी अन्य सेवा निवृत्ति लाभ के समकक्ष पेंशन, को घटा दिया जाएगा;

(2) 300/- रुपये (केवल तीन सौ रुपए) वाहन भत्ता, इसके लिए शर्त यह है कि मोटर-कार रखी हुई हो; और

(3) किराया-मुक्त सरकारी आवास का उपयोग, और यदि वे सरकारी आवास का उपयोग नहीं करते तो उसके बदले में उन्हें ऊपर उप-पैरा (1) में निर्धारित भत्ते के साढ़े बारह प्रतिशत के बराबर राशि प्रतिमाह दी जाएगी ।

[सं० 46/3/80-न्याय]

कैलाश चन्द्र कनकन, उप सचिव

MINISTRY OF LAW, JUSTICE AND COMPANY AFFAIRS

(Department of Justice)

ORDER

New Delhi, the 29th June, 1981

S.O. 1920.—Whereas the Chief Justice of the Allahabad High Court has made a proposal to request Shri Sarup

Krishna Kaul and Shri Sudhi Bhushan Malik, who have held the offices of Judges of that High Court, to sit and act as Judges of that High Court for the disposal of 21,845 cases pending in the said High ourt for over 5 years as on 1-1-1981.

And whereas in pursuance of the provisions of article 224A of the Constitution the President has given his consent to the aforesaid proposal of the Chief Justice of the Allahabad High Court to request Shri Saroop Krishna Kaul and Shri Sudhi Bhushan Malik to sit and act as Judges of that High Court until 21,845 cases pending in the said High Court for over five years as on 1-1-1981 are disposed of, or for a period of one year from the dates Shri Sarup Krishna Kaul and Shri Sudhi Bhushan Malik assume their respective offices, whichever is earlier.

Now, therefore, in pursuance of article 224A of the Constitution, the President hereby determines that the said Shri Sarup Krishna Kaul and Shri Sudhi Bhushan Malik shall be entitled, respectively, for the period during which they sit and act as Judges of the Allahabad High Court, to the following allowances, namely :—

(i) Rs. 3,500 (Rupees three thousand and five hundred only) per month minus the pension and pension equivalent of any other retirement benefits drawn by them as retired Judges of the Allahabad High Court;

(ii) a conveyance allowance of Rs. 300 (Rupees three hundred only) per month, subject to maintenance of a motor car; and

(iii) the use of an official residence free of rent, and if they do not avail themselves of the use of the official residence, they shall be paid every month an amount equal to twelve and a half per cent of the allowance specified in sub-paragraph (i) above.

[No. 46/3/80-Jus.]
K. C. KANKAN, Dy. Secy.

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 2 जुलाई, 1981

का०आ० 1921.—दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, मैसर्स अमृतसर शुगर मिल कम्पनी लिमिटेड के बख्शी सम्पूर्ण सिंह तथा अन्यों के विरुद्ध नियमित मामला संख्या 2/74-एफ-एस० 1 में चीफ जुडिशियल मजिस्ट्रेट, अमृतसर के न्यायालय में राज्य की ओर से अभियोजन का संचालन करने के लिए श्री राम रख बालगन, अधिवक्ता, अमृतसर को विशेष लोक अभियोजक के रूप में नियुक्त करती है ।

[सं० 225/24/81-ए०वी०डी० II]
पी० एन० अनन्तरामन, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Administrative Reforms)

New Delhi, the 2nd July, 1981

S.O. 1921.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure 1973 (2 of 1974) the Central Government hereby appoints Shri Ram Rakh Balgan, Advocate, Amritsar, as Special Public Prosecutor for conducting the prosecution on behalf of the State in the Court of Chief Judicial Magistrate, Amritsar, in RC. No. 2/74-FS. I against Bakshi Sampuran Singh and others of M/s. Amritsar Sugar Mills Co. Limited.

[No. 225/24/81-AVD. II]
P. N. ANANTHARAMAN, Under Secy.

नई दिल्ली, 4 जुलाई, 1981

का०आ० 1922.—दण्ड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा हाई कोर्ट आफ सेशन्स कलकत्ता में श्री हरीदास मुंदड़ा तथा अन्यों के विरुद्ध दिल्ली विशेष पुलिस स्थापना नियमित मामला 4/59-सी०आई०ए०(1) में अभियोजन का संचालन करने के लिए श्री आर०के० देब, अधिवक्ता, कलकत्ता को विशेष लोक अभियोजक नियुक्त करती है ।

[संख्या 225/21/81-ए०वी०डी०-II)]
काली प्रसाद, अवर सचिव

New Delhi, the 4th July, 1981

S.O. 1922.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure 1973 (2 of 1974) the Central Government hereby appoints Shri R. K. Deb, Advocate, Calcutta as Special Public Prosecutor for conducting prosecution in D.S.P.E. RC. 4/59-CIA(I), against Shri Haridas Mundhra and others in the High Court of Sessions, Calcutta.

[No. 225/21/81-AVD-II]
KALI PRASAD, Under Secy.

भारत के महापंजीकार का कार्यालय

नई दिल्ली 6 जुलाई, 1981

का०आ० 1923.—जनगणना अधिनियम, 1948 (1948 का 37) की धारा 4 की उप धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय प्रशासनिक सेवा (संघ राज्य क्षेत्र संवर्ग) के श्री प्रदीप मेहरा को एतद्द्वारा 1981 की जनगणना के लिए लक्षद्वीप में तारीख 15 जून, 1981 के अपराह्न से अगले आदेशों तक जनगणना कार्य निदेशक के पद पर नियुक्त करते हैं ।

[सं० 11/91/79-प्रशा०-I]
पी० पद्मनाभ, भारत के महापंजीकार और पदेन जनगणना आयुक्त

Office of the Registrar General, India

New Delhi, the 6th July, 1981

S.O. 1923.—In exercise of the powers conferred by Sub-Section (1) of Section 4 of the Census Act, 1948 (37 of 1948), the Central Government hereby appoints Shri Pradip Mehta of the Indian Administrative Service (Union Territory Cadre) as Director of Census Operations, Lakshadweep for the 1981 Census, with effect from the afternoon of the 15th June, 1981, until further orders.

[No. 11/91/79-Ad. I]
P. PADMANABHA, Registrar General and Ex-officio Census Commissioner for India

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 10 मार्च, 1981

(आय-कर)

का०आ० 1924.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "मूवप्पिलायू महा विष्णु मन्दिर, त्रिचूर (केरल)" को, उक्त धारा के प्रयोजनों के लिए केरल राज्य में सर्वत्र विख्यात लोक पूजा का स्थान अधिसूचित करती है ।

[सं० 3906-फा०सं० 176/29/81-आ०क०(ए०I)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 10th March, 1981

(INCOME-TAX)

S.O. 1924.—In exercise of the powers conferred by sub-section (2) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby "Mudappilavu Maha Vishnu Temple, Trichur (Kerala)" to be a place of public worship of renown throughout the State of Kerala for the purposes of the said section.

[No. 3906/F. No. 176/29/81-IT(A)]

नई दिल्ली, 20 अप्रैल, 1981

का०आ० 1925.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा 2 (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "मन्दिर श्री गणेशजी, मोती डुगरी, जयपुर" को, राजस्थान राज्य में सर्वत्र विख्यात लोक पूजा का स्थान अधिसूचित करती है ।

[सं० 3936-फा०सं० 176/30/81-आ०क० (ए-I)]

वी० वी० श्रीनिवासन, उप सचिव

New Delhi, the 20th April, 1981

S.O. 1925.—In exercise of the powers conferred by sub-section (2) (b) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Mandir Shree Ganeshji, Moti Dungri, Jalpur" to be a place of public worship of renown throughout the State of Rajasthan.

[No. 3936/F. No. 176/30/81-IT(AI)]
V. B. SRINIVASAN, Dy. Secy.

नई दिल्ली, 18 जून, 1981

(प्रधान कार्यालय संस्थापन)

का०आ० 1926.—केन्द्रीय राजस्व बोर्ड अधिनियम, 1963 (1963 का अधिनियम 54) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा भारतीय राजस्व सेवा (आय कर) के अधिकारी श्री एम० वासिक अली खान को, 5 जून 1981 से अगला आदेश होने तक, सदस्य, केन्द्रीय प्रत्यक्ष कर बोर्ड, नियुक्त करती है ।

[फा० संख्या ए-19011/50/81-प्रशा०-1]
ए० एन० सरीन, अवर सचिव

New Delhi, the 18th June, 1981.

(HEADQUARTERS ESTABLISHMENT)

S.O. 1926.—In exercise of the powers conferred by sub-section (2) of Section 3 of the Central Boards of Revenue Act, 1963 (Act 54 of 1963), the Central Government hereby appoints Shri M. Wasiq Ali Khan, an officer of the Indian Revenue Service (Income-tax), as Member of the Central Board of Direct Taxes with effect from the 5th June, 1981 and until further orders.

[F. No. A. 19011/50/81-Ad. I]
A. N. SAREEN, Under Secy.

(व्यय विभाग)

नई दिल्ली, 29 जून, 1981

का०आ० 1927.—केन्द्रीय सरकार, सरकारी परिसर (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार का निर्माण और आवास मंत्रालय (सम्पदा निदेशालय) के दिनांक 7 अगस्त, 1972 के सा०आ०सं० 2186 में आगे निम्नलिखित और संशोधन करता है :—

उक्त अधिसूचना की सारिणी में क्र०सं० 10 और तत्संबंधी प्रविष्टियों के स्थान पर निम्नलिखित प्रतिस्थापित की जाएंगी, अर्थात् :—

10. "संयुक्त निदेशक, लेखा परीक्षा (मुख्यालय)/उपनिदेशक लेखा परीक्षा (मुख्यालय) निदेशक, लेखा परीक्षा का कार्यालय, दिल्ली/नई दिल्ली (जिनका भूतपूर्व पदनाम वरिष्ठ उप मुख्य लेखा परीक्षक/उप मुख्य लेखा परीक्षक, डाक-तार दिल्ली था ।) ।	निदेशक, लेखा परीक्षा, डाक-तार दिल्ली और नई दिल्ली (जिनका भूतपूर्व पदनाम मुख्य लेखा-परीक्षक, डाक-तार, दिल्ली और नई दिल्ली था) के प्रशासनिक नियंत्रणाधीन परिसर ।"

[सं० ए-11013/1/77-ई०जी०-I]
वी० सी० तिवारी, अवर सचिव

(Deptt. of Expenditure)

New Delhi, the 29th June, 1981

S.O.1927.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupatants) Act, 1971 (40 of 1971), the Central Government hereby makes the following further amendment to the notification of the Government of India in the Ministry of Works and Housing (Directorate of Estates) No.S.O. 2186, dated the 7th August, 1972, namely :—

In the said notification, in the Table, for serial No.10 and the entries relating thereto, the following shall be substituted, namely :—

"10. Joint Director of Audit (Hqrs)/Deputy Director of Audit (Hqrs) Office of the Director of Audit Delhi/New Delhi (formerly designated as Sr. Dy. Chif Auditor/Dy. Chief Auditor), Posts and Telegraphs Delhi.	Premises under the administrative control of the Director of Audit, Posts and Telegraphs at Delhi and New Delhi. (Formerly designated as Chief Auditor, Posts and Telegraphs Delhi & New Delhi)".

[No.A-11013/1/77-EGI]
V. C. TEWARI, Under Secy.

(आर्थिक कार्य विभाग)

नई दिल्ली, 4 जुलाई, 1981

का०आ० 1928.—दंड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 292 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग संख्या एफ० 3(47)/76-करेंसी, दिनांक 6 सितम्बर, 1976 की अधिसूचना में निम्नलिखित संशोधन करती है, अर्थात्:—

उपयुक्त अधिसूचना में, सारणी में, कालम 2 में, क्रम सं० 2 के अन्तर्गत अन्त में निम्नलिखित प्रविष्टि जोड़ी जाएगी, अर्थात्:—

"3. सहायक कार्य प्रबन्धक"

[संख्या एफ-3/47/76-करेंसी]
लाज कुमार मल्होत्रा, उप सचिव

(Deptt. of Economic Affairs)

New Delhi, the 4th July, 1981

S.O. 1928.—In exercise of the power conferred by sub-section (1) of section 292 of the Code of Criminal Proce-

dure 1973 (2 of 1974), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance, Department of Economic Affairs No. F. 3(47)/76-CY, dated the 6th September, 1976 namely :—

In the said notification, in the Table, against serial number 2, in column 2, the following entry shall be added at to end, namely :—

"3. Assistant Works Manager."

[No. F. 3/47/76-CY]
L. K. MALHOTRA, Dy. Secy.

(बैंकिंग प्रभाग)

नई दिल्ली, 23 जून, 1981

शुद्धि पत्र

का०आ० 1929.—इस मंत्रालय के तारीख 9 मार्च, 1981 की समसंख्यक अधिसूचना में "साउथ वैनाड तालुक", शब्दों के स्थान पर "विथरी तालुक तथा सुलतान बैटरी तालुक" शब्दों को प्रतिस्थापित किया जाए ।

[संख्या एफ 10-34/81-आर०आर०बी० (1)]

(Banking Division)

CORRIGENDA

New Delhi, the 23rd June, 1981

S.O. 1929.—In this Ministry's Notification of even number dated the 9th March, 1981 for the words 'South Waynad Taluk", the words "Vythiri Taluk and Sultan's Battery Taluk" may be substituted.

[No. F. 10-34/81-RRB(I)]

का० आ० 1930 :—इस मंत्रालय की तारीख 9 मार्च 1981 की समसंख्यक अधिसूचना में "नार्थ वैनाड तालुक" शब्दों के स्थान पर "मनंतवाडी तालुक" शब्दों को प्रतिस्थापित किया जाए ।

[संख्या एफ 10-34/81-आर०आर०बी० (II)]

S.O. 1930.—In this Ministry's notification of even number dated the 9th March, 1981 for the words "North Waynad Taluk" the words Mananthvady Taluk' may be substituted.

[No. F. 10-34/81-RRB (II)]

नई दिल्ली, 30 जून, 1981

का०आ० 1931.—प्रादेशिक ग्रामीण बैंक के अधिनियम, 1976 (1976 का 21) की धारा 11 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री एस०के० फड़नवीस को मराठवाड़ा ग्रामीण बैंक, नांदेड़ का अध्यक्ष नियुक्त करती है तथा 1 जुलाई, 1981 से प्रारम्भ होकर 30 जून, 1983 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री एस०के० फड़नवीस अध्यक्ष के रूप में कार्य करेंगे ।

[सं० एफ० 8/24/79/आर०आर०बी०]

New Delhi, the 30th June, 1981

S.O. 1931.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri S. K. Fadnavis as the Chairman of the Marathwada Gramin Bank, Nanded and specifies the period commencing on the 1st July, 1981 and ending with the 30th June, 1983 as the period for which the said Shri S. K. Fadnavis shall hold office as such Chairman.

[No. F. 8/24/79-RRB]

शुद्धि पत्र

का०आ० 1932 :—भारत के क्रमशः दिनांक 17-1-1981 की संख्या 27, दिनांक 31-1-1981 की संख्या 49 तथा दिनांक 14-2-1981 की संख्या 66 के असाधारण राज-पत्र के भाग II खण्ड (ii) में भारतीय रिजर्व बैंक की सा०का० 35(ई); सा०का० 79(ई) तथा सा०का० 100 (ई) के अंतर्गत प्रकाशित अधिसूचनाओं में "एम०वी० हाटे, निदेशक" शब्दों के स्थान पर "एम०वी० हाटे, कार्यपालक निदेशक "शब्दों" को प्रतिस्थापित किया जाये ।

[संख्या एफ 19-6/81-आर०आर०बी०]
इन्द्रानी सेन, अवर सचिव

CORRIGENDUM

S.O. 1932.—In the Reserve Bank of India's Notifications published under S.O. 35(E); S.O. 79(E) and S.O. 100(E) in the Extra-ordinary Gazette of India part II section 3(ii) No. 27 dated 17-1-1981; No. 49 dated 31-1-1981 and No. 66 dated the 14-2-1981 respectively for the words M. V. Hate, Director the words M. V. Hate, Executive Director' may be substituted.

[No. F. 19-6/81-RRB]
INDRANI SEN, Under Secy.

केन्द्रीय उत्पाद शुल्क समाहर्तालय

कानपुर, 3 जून, 1981

का०आ० 1933.—केन्द्रीय उत्पाद शुल्क नियमावली, 1944 के नियम 5 के साथ पठित नियम 95-क के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, मैं सहायक समाहर्ताओं को उनके अपने-अपने क्षेत्राधिकार में बीड़ियों की शाखा कार्यालय/सट्टेदारों/ठेकेदारों से अन्य अनुज्ञप्ति (लाइसेंस शुदा) विनिर्माता परिसरों अथवा अन्य निर्धारिती के परिसरों को उनके विनिर्माता या निर्धारिती अर्थात प्रधान विनिर्माता द्वारा बन्ध पत्र निष्पादित करने पर नियम 95-क के अन्तर्गत निम्नलिखित शर्तों को पूरा करते हुए लाने ले जाने की अनुमति प्रदान करने के निमित्त समाहर्ता की शक्तियों का प्रयोग करने के लिए प्राधिकृत करता हूं अर्थात्:—

1. परेषिती के पास एल-4 लाइसेंस है ;

2. परेषिती के परिसर से प्रक्रिया के बाद माल की निकासी की जाती है और वह परेषक को वापस नहीं किया जाता ;

3. परेषिती इस प्रकार प्राप्त हुए माल के समुचित हिसाब-किताब की जिम्मेदारी लेता है; और

4. सी०टी०-2 प्रमाण-पत्र पेश करने पर परेषक के परिसर से माल हटाया जाता है ।

[अधिसूचना सं० 4/1981/पत्र सं०V 4(8)प्रा०/84/81/18691]
जे० रामकृष्णन, समाहर्ता

CENTRAL EXCISE COLLECTORATE

Kanpur, the 3rd June, 1981

S.O. 1933.—In exercise of the powers conferred on me under Rule 95A read with rule 5 of the Central Excise Rules, 1944, I authorise the Assistant Collectors within their respective jurisdiction, the powers of Collector to permit movement of biris from branch offices/satteadars/contractors to another licensed premises of the manufacturer or to the premises of another assessee on execution of a bond either by the manufacturer or by the assessee i.e. principal

manufacturer under rule 95-A subject to fulfilment of the following conditions that :—

(i) Consignee is holding an L-4 licence.

(ii) The goods are cleared after processing from the premises of the consignee and not returned to the consignor;

(iii) Consignee takes over the responsibility for proper accountal of the goods as received, and

(iv) Goods are removed from the consignors' premises on production of CT-2 certificate.

[Notification No. 4/1981/No. V-4(8) Tech-I/84/81/18691]

J. RAMAKRISHNAN, Collector.

समाहर्तालय केन्द्रीय उत्पाद शुल्क, मध्य प्रदेश

इंदौर, 20 जून, 1981

का० आ० 1934.—प्रशासनिक अधिकारी केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर पदोन्नत होने पर श्री सुरजीत सिंह ने केन्द्रीय उत्पाद शुल्क प्रभागीय कार्यालय जबलपुर में प्रशासनिक अधिकारी के पद पर दिनांक 3-6-1981 के पूर्वान्ह में कार्यभार ग्रहण कर लिया है।

[अधिसूचना सं० 10/81/प०सं० II(3) 10-गोप/81]

CENTRL EXCISE COLLECTORATE, M.P.

Indore, the 20th June, 1981

S.O. 1934.—Consequent upon his promotion as Administrative Officer, Central Excise, Group 'B' Shri Surjit Singh, has assumed charge as Administrative Officer, Central Excise, Jabalpur in the forenoon of 3-6-81.

[Notification No. 10/81/C. No. II(3)10-Con/81]

का० आ० 1935.—अधीक्षक, केन्द्रीय उत्पाद शुल्क, समूह (ख) के पद पर पदोन्नति पर निम्नलिखित निरीक्षकों, केन्द्रीय उत्पाद शुल्क (च०क्षे०) ने उनके नाम के आगे दर्शायी गई तिथियों को अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह (ख) के पद पर अपना कार्यभार ग्रहण कर लिया है।

क्र० सं०	अधिकारी का नाम	तैनाती स्थान	कार्यभार ग्रहण करने की तिथि
	सर्वश्री		
1.	व्ही०एम० गंजू	अधीक्षक (निवारक) मुख्या० इंदौर	13-4-81 (पूर्वान्ह)
2.	एम०भी० दिवाले	अधीक्षक (तकनीकी) मुख्या० इंदौर	30-4-81 (पूर्वान्ह)
3.	एम०एच० जोशी	अधीक्षक (तकनीकी) प्रभा० कार्या० सतना	6-5-81 (पूर्वान्ह)
4.	डी०के० चिकाटे	अधीक्षक रेंज II सागर	12-5-81 (पूर्वाह्न)
5.	एम०के० हरुरे	अधीक्षक, रेंज सीहोर	26-5-81 (पूर्वान्ह)
6.	एस०जे० फाटे	अधीक्षक (निवारक) सतना	29-5-81 (पूर्वान्ह)
7.	के०एल० मुंशी	अधीक्षक, रेंज मंदसौर	20-5-81 (पूर्वान्ह)

[अधिसूचना सं० 11/81/प०सं० 11(3) 9-गोप/81]

एस० के० धर, समाहर्ता

S.O. 1935.—Consequent upon their promotion as Superintendents, Central Excise, Group 'B' the following Inspectors of Central Excise (S.G.), having assumed their charge as Superintendent of Central Excise, Group 'B' with effect from the dates as shown against their names :—

Sl. No.	Name of Officer	Place of Posting	Date of assumption of charge
1	2	3	4
	S/Shri		
1.	V.N. Ganju	Superintendent (Prev.) Hqrs. Office, Indore.	13-4-81 (FN)
2.	H.B. Diwale	Superintendent (Tech.) Hqrs. Office, Indore	30-4-81 (FN)
3.	M.H. Joshi	Superintendent (Tech) Div. Office, Satna.	6-5-81 (FN)
4.	D.K. Chikate	Superintendent, Range-II, Sagar.	12-5-81 (FN)
5.	M.K. Harurey	Superintendent, Range, Sehora	26-5-81 (FN)
6.	S.J. Fate	Superintendent (Prev.) Divl. Office, Satna.	29-5-81 (FN)
7.	K.L. Munshi	Superintendent, Mandsaur Range.	20-5-81 (FN)

[Notification No. 11/81/C.No.II(3)—9-Con(81)/2707]

S. K. Dhar, Collector.

केन्द्रीय उत्पाद शुल्क समाहर्ता का कार्यालय

बम्बई, 20 जून, 1981

का० आ० 1936.—केन्द्रीय उत्पाद शुल्क नियमावली, 1944 के नियम 5 द्वारा प्रदत्त शक्तियों के प्रयोग में तथा दिनांक 7 मार्च, 1981 की पहले की अधिसूचना सं० सी०ई०आर०/नियम 5 (1)/1981 के आंशिक संशोधन में मैं एतद्द्वारा निम्न सारणी के स्तम्भ सं० 3 में उल्लिखित इस समाहर्तालय के अधिकारियों को उक्त सारणी के स्तम्भ सं० 1 में वर्णित केन्द्रीय उत्पाद शुल्क नियमावली, 1944 के नियमों के लिये समाहर्ता की शक्तियां प्रयोग करने के लिये प्राधिकृत करता हूं।

सारणी

केन्द्रीय उत्पाद शुल्क नियम	प्रत्यायोजित की गई शक्ति का का स्वरूप	अधिकारी, जिसे प्रत्यायोजित किया गया	सीमाएं
1	2	3	4
71(3)	लेबलों का अनुमोदन	अधीक्षक	—
92(ख)	शुल्क देनदारी की गणना के प्रयोजन के लिए समाप्ति अवधि का वर्जन	सहायक समाहर्ता	—

[अधिसूचना सं० सी०ई०आर०/नियम 5/(4)/1981 फा०सं०/(30)/26/समान्य/81]

कु० श्री दिलीपसिंहजी, समाहर्ता

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE

Bombay, 20th June, 1981

S.O. 1936.—In exercise of the powers conferred upon me under rule 5 of the Central Excise Rules, 1944 and in partial modification of earlier notification No. CER/R-5/(1)/1981 dated 7th March, 1981, I hereby authorise the officers of this Collec-

torate mentioned in Column No.3 of the Table below, to exercise the powers of the Collector in respect of the rules of the Central Excise Rules, 1944 mentioned in Column No. 1 of the said table.

TABLE

Central Excise Rule	Nature of power delegated	Officer to whom delegated	Limitations
(1)	(2)	(3)	(4)
71(3)	Approval of labels	Superintendent.	–
92(B)	Exclusion of the period of closure for purpose of computing duty liability.	Assistant Collector	-

[Notification No.CER/R-5/(4)/1981 F.No.V(30)26/General/81]

K. S. DILIPSINHJI, Collector.

वाणिज्य मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 18 जुलाई, 1981

का० आ० 1937—केन्द्रीय सरकार (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, प्रसाधन साबुन निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980* का संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात्:—

1 (1) इन नियमों का नाम प्रसाधन साबुन निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1981 है :

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे ।

2 प्रसाधन साबुन निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980 के नियम 7 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात्

"7. निरीक्षण फीस:—निर्यातकर्ता द्वारा अभिकरण को निरीक्षण फीस निम्नलिखित के अनुसार दी जाएगी :

(1) (क) उत्पादन के दौरान क्वालिटी नियंत्रण स्कीम के अधीन निर्यात के लिए प्रति प्रेषण कम से कम 20 रुपए के अधीन रहते हुए, पोत पर्यन्त निःशुल्क मूल्य के 0.2% की दर से।

(ख) परेषणानुसार निरीक्षण के अधीन निर्यात के लिए प्रति परेषण कम से कम 20 रुपये के अधीन रहते हुए, पोत-पर्यन्त नि.शुल्क मूल्य के 0.4% की दर से।

(2) उन निर्यातकर्ताओं के लिए जो राज्यों/संघ राज्य क्षेत्रों की संबन्धित सरकारों के पास लघु एककों के रूप में रजिस्ट्रीकृत हैं प्रति परेषण कम से कम 20 रुपये के अधीन रहते हुए, उप-नियम (1) के खंड (क) और (ख) के अधीन पोत-पर्यन्त निःशुल्क मूल्य के 0.18% और 0.36% की देय दर से।"

*टिप्पणी—का०आ० 1016 तारीख 19-4-1980।

[सं० 6(29)/76-नि०नि०तथा नि०उ०]

सी० बी० कुकरेती, संयुक्त निदेशक

MINISTRY OF COMMERCE

(Department of Commerce)

New Delhi, the 18th July, 1981

S.O. 1937.—In exercise of powers conferred by Section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules to amend the Export of Toilet Soaps (Quality Control and Inspection) Rules, 1980,* namely:—

1. (1) These rules may be called the Export of Toilet Soaps (Quality Control and Inspection) Amendment Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export of Toilet Soaps (Quality Control and Inspection) Rules, 1980, for rule 7, the following rule shall be substituted, namely :—

"7. Inspection Fee.—Inspection fee shall be paid by the exporter to the Agency as under :—

(i) (a) for exports under inprocess quality control scheme at the rate of 0.2 per cent of the FOB value subject to a minimum of Rs. 20 per consignment ;

(b) for exports under consignmentwise inspection at the rate of 0.4 per cent of the FOB value subject to a minimum of Rs. 20 per consignment ;

(ii) Subject to the minimum of Rs. 20 per consignment the rate payable under clauses (a) and (b) of sub-rule (i) shall be 0.18 per cent and 0.36 per cent (of the FOB value) respectively for exporters who are registered as Small Scale Manufacturing units with the concerned Governments of States/Union Territories."

*S.O. 1016 dated 19-4-80.

[No. 6(29)/76-EL&EP]

C. B. KUKRETI, Jt. Director

संयुक्त मुख्य नियंत्रक, आयात तथा निर्यात का कार्यालय

आदेश

मद्रास, 8 जून, 1981

का० आ० 1938.—सर्वश्री मार्शल सन्स एण्ड कं० (एमएफजी) लिमिटेड, 33-34, अम्बत्तूर इंडस्ट्रियल एस्टेट, मद्रास-600058 को, रुपये, 2,92,826 तक एसटीई 70 के लिए मिश्रधातु इस्पात प्लेट का आयात करने के लिये लाइसेंस संख्या पी०डी०-1442449-सी-एक्स-एक्स-74-एम-79 दिनांक 22-2-80 जारी किया गया था। उपर्युक्त लाइसेंस की सीमाशुल्क प्रति खो जाने के कारण, उसकी अनुलिपि प्रति जारी करने के लिये उन्होंने आवेदन किया है। उनसे यह भी कहा गया है कि उपर्युक्त लाइसेंस की मूल्य में रुपये 1,17,055 को छोड़कर रुपये 1,75,731 का उपयोग कर लिया गया है।

अपने तर्क के समर्थन में आवेदक ने एक शपथ पत्र दाखिल किया है। अधोहस्ताक्षरी इस बात से संतुष्ट है कि लाइसेंस संख्या पी-डी-1442449 सी-एक्सएक्स-74-एम-79 दिनांक 22-2-80 की सीमाशुल्क की मूल प्रति खो दी गई है और आदेश देता है कि आवेदक को उपर्युक्त लाइसेंस की सीमाशुल्क प्रति की अनुलिपि प्रतिजारी किया जाय। लाइसेंस की मूल प्रति एतद्द्वारा रद्द किया जाता है।

सीमाशुल्क प्रति की अनुलिपि प्रति लाइसेंस संख्या पी-डी-2464691-सी-एक्सएक्स-74-एम-79 दिनांक 29-5-81 अलग जारी किया गया है।

[सं० एटीसी/डीजीटीडी/427/एएम-80/एयू 1]

टी० एन० वेंकटेश्वरन, उप मुख्य नियंत्रक कृते संयुक्त मुख्य नियंत्रक, आयात तथा निर्यात

OFFICE OF THE JOINT CHIEF CONTROLLER OF IMPORTS AND EXPORTS

ORDER

Madras, the 8th June, 1981

S.O. 1938.—M/s. Marshall Sons and Co. (Mfg.) Ltd., 33/34, Ambattur Industrial Estate, Madras, 600058 were granted licence No. P/D/1442449/C/XX/74|M|79 dated 22-2-80 for Rs. 2,92,826 for import of Alloy Steel Plants to STE 70. They have requested to issue a duplicate copy

of the above licence (Customs Copy) which has been lost by them. Further it has been stated by them that the above licence has been lost by them and having been utilised a sum of Rs. 1,75,731 only leaving a balance of Rs. 1,17,095.

In support of their contention the applicant have filed an affidavit. The undersigned is satisfied that the original copy of the licence No. P/D/13/1442449/C/XX/74/M/79 dated 22-2-80 (Customs Copy) has been lost and directs that a duplicate copy of the said licence (Customs Copy) should be issued to them. The original copy of the licence is hereby cancelled.

A duplicate licence (Customs Copy) No. P/D/2464691/C/XX/74/M/79 dated 29-5-81 has been issued separately.

[No. ITC/DGTD/427/AM. 80 AU. I]

T. N. VENKATESWARAN, Deputy Chief Controller of Imports & Exports

for Jt. Chief Controller of Imports & Exports.

पेट्रोलियम, रसायन और उरर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 25 जून, 1981

का० आ० 1939.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में वायर बेड और ऐनोड बेड के लिये पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिये आक्षेप सक्षम अधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा–9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यावसायी की मार्फत।

अनुसूची

वायर बेड और ऐनोड बेड के लिये पाइप लाइन बिछाने के लिये

राज्य : गुजरात	जिला — सूरत	तालुका — चौरासी		
गांव	सर्वे नं०	हेक्टेयर	एआरई	सेन्टीआर
कोसाड	232/1	0	00	45
	232/2	0	02	60

[सं० 12016/21/81–प्रो०]

MINISTRY OF PETROLEUM, CHEMICALS & FERTILIZER

(Department of Petroleum)

New Delhi, the 25th June, 1981

S.O. 1939.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum for anode bed and wire bed in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land, Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-(390009)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline for wire bed and anode bed.

State : Gujarat	District : Surat	Taluka : Chorasi		
Village	Survey No.	Hec.	Are	Centiare
Kosad	232/1	0	00	45
	232/2	0	02	60

[No. 12016/21/81-Prod.]

नई दिल्ली, 26 जून, 1981

का० आ० 1940.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस०एन०आर० से जी०जी०एस० संथाल–1 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिये आक्षेप सक्षम अधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा–9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यावसायी की मार्फत।

अनुसूची

एस०एन०आर० से जी०जी०एस०-1 (संथाल) तक पाइपलाइन बिछाने के लिए ।

राज्य : गुजरात जिला व तालुका : मेहसाना

गांव	सर्वे नं०	हेक्टेयर	एआरई	सेण्टीयर
संथाल	866/1	0	08	40
	869/2	0	03	84
	863	0	19	20
	862	0	01	20
	824	0	06	84
	826/1	0	02	16
	826/2	0	09	60
	727	0	08	28
	826/1	0	01	20
	783	0	04	32
	781	0	02	28
	829	0	03	00

[सं० 12016/20/81-प्रो०]

New Delhi, the 26th June, 1981

S.O. 1940.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNR to Gas Santhal-1 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed htreto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-(390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Acquisition of R.O.U. from SNR to GGS Santhal-1

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hec. tare	Are	Centiare
Santhal	866/1	0	08	40
	869/2	0	03	84
	863	0	19	20
	862	0	01	20
	824	0	06	84
	826/1	0	02	16
	826/2	0	09	60
	727	0	08	28
	826/1	0	01	20
	783	0	04	32
	781	0	02	28
	829	0	03	00

[No. 12016/20/81-Prod.I]

का० आ० 1941.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एन०के०सी०बी० से एन०के०बी०यू० से एन०के०सी०एन० तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतदुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप सक्षम अधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

कूप नं० एन०के०सी०बी० से एन०के०बी०यू० से एन०के०सी०एन० तक पाइप लाइन बिछाने के लिए ।

राज्य : गुजरात जिला व तालुका : मेहसाना

गांव	सर्वे नं०	हेक्टेयर	एआरई	सेण्टीयर
धामपुरा	357	0	04	56
	352	0	07	44
	351	0	07	20
	346	0	00	50
	349	0	07	56
	348	0	14	88
	347	0	08	76
	332	0	00	30
	कार्ट ट्रैक	0	00	60
	455	0	03	64
	456	0	15	60
	457	0	03	00
	458/2	0	03	84
	438/1	0	04	08
	459	0	01	92
	465/2	0	06	96
	166	0	10	08
	कार्ट ट्रैक	0	00	96
	463	0	08	16
	473	0	10	20
	474	0	06	60
	कार्ट ट्रैक	0	02	76
	635	0	02	88
	622	0	01	80
	621/2	0	05	28
	620	0	03	48
	कार्ट ट्रैक	0	03	81
	499/1/2	0	07	68
	499/2/1	0	08	40
	496	0	06	36

1	2	3	4	5
धानपुरा-जारी	495	0	01	00
	कार्ट ट्रैक	0	03	84
	503	0	12	60
	505	0	24	72
	504	0	05	64
	502	0	03	60

[सं० 12016/20/81-प्रो० II]

S.O. 1941.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NKCB to NKBU to NKCN in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-(39009).

And every person making such an objection shall also state specificaly whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Acquisition of R.O.U. from well No. NKCB to NKBU To NKCN.

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hectare	Area	Centiare
Dhanpura	357	0	04	56
	352	0	07	44
	351	0	07	20
	346	0	00	50
	349	0	07	56
	348	0	14	88
	347	0	08	76
	332	0	00	50
	Cart track	0	00	60
	455	0	03	84
	456	0	15	60
	457	0	03	00
	458/2	0	03	84
	458/1	0	04	08
	459	0	01	92
	465/2	0	06	96
	466	0	10	08
	Cart track	0	00	96
	463	0	08	16
	473	0	10	20
	474	0	06	60
	Cart track	0	02	76
	635	0	02	88
	622	0	01	80
	621/2	0	05	28
	620	0	03	48
Dhanpura Contd,	Cart track	0	03	84
	499/1/2	0	07	68
	499/2/1	0	08	40
	496	0	06	36
	495	0	01	00
	Cart track	0	03	84
	503	0	12	60
	505	0	24	72
	504	0	05	64
	502	0	03	60

[No. 12016/20/81-Produ II]

नई दिल्ली, 27 जून, 1981

का०आ० 1942.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस०एन०सी० से एस० एन० एल० तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम अधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

कूप नं० एस० एन०सी० से एम०एन०एल० तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात जिला और तालुका : मेहसाना

गांव	सर्वे नं०	हेक्टेयर	एआरई	सेंटीयर
जोटाणा	1428	0	03	12
	1433	0	01	14

[सं० 12016/22/81-प्रो०]

New Delhi, the 27th June, 1981

S.O. 1942.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNC to SNL in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the

Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Acquisition of ROU from well No. SNC to SNL

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hectare	Are	Centiare
Jotana	1428	0	03	12
	1433	0	01	14

[No. 12016/22/81-Prod.]

का०आ० 1943:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में हीडर एन०के०ए०यू० (104) से जी०जी०एस० नार्थकड़ी II तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम अधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदरा–9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

हीडर एन०के०ए०यू० (104) से जी०जी०एस० नार्थ कड़ी–II तक पाइप लाइन बिछाने के लिए ।

राज्य — गुजरात जिला — अहमदाबाद तालुका—विरमगाम

गांव	सर्वे नं०	हेक्टेयर	एआरई	सेंटीयर
बलिसासण	426	0	10	80
	394	0	03	60
	कार्ट ट्रैक	0	00	60
	414/1	0	08	04
	413	0	09	12

[सं० 12016/23/81-प्रो०-1]

S.O. 1943.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Header NKAU (104) to CGS N. Kadi-II in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Govenment hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Acquisition for ROU from Header at NKAU (104) to GGS N KADI-II

State : Gujarat District : Ahmedabad Taluka : Viramgam

Village	Survey No.	Hectare	Are	Centiare
Balsasan	426	0	10	80
	394	0	03	60
	Cart track	0	00	60
	414/1	0	08	04
	413	0	09	12

[No. 12016/23/81-Prod.]]

का०आ० 1944:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस०एन०सी० से एस०एन०एल० तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम अधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदरा–9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूचि

कूप नं० एस०एन०सी० से एस०एन०एल० तक पाइप लाईन बिछाने के लिए ।

राज्य—गुजरात जिला और तालिका—मेहसाना

गांव	सर्वे नं०	हेक्टेयर	एआरई	सेंटीयर
कसलपुरा	कार्ट ट्रेक	0	00	60
	592	0	14	16
	593/1	0	00	75
	591	0	03	96
	595	0	12	60

[सं० 12016/23/81-प्रो०-II]

S.O. 1944.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNC to SNL in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Acquisition of ROU from Well No. SNC to SNL

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hectare	Are	Centiare
Kasalpura	Cart track	0	00	60
	592	0	14	16
	593/1	0	00	75
	591	0	03	96
	595	0	12	40

[No. 12016/23/81—1 Prod.II]

नई दिल्ली, 3 जुलाई, 1981

का०आ० 1945:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि उत्तर प्रदेश में मथुरा से जलन्धर (पंजाब) तक पैट्रोलियम पदार्थों के परिवहन के लिए पाईप लाइन इंडियन आयल कारपोरेशन द्वारा बिछाई जानी चाहिए ।

और यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पैट्रोलियम और खनिज पाइप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ।

वशर्ते उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, इंडियन आयल कारपोरेशन लिमिटेड, मथुरा जलन्धर पाइप लाइन प्रोजैक्ट 705 मोती सिंह नगर, जलन्धर (पंजाब) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

तहसील : फतेहगढ़ साहिब (सरहिन्द) जिला : पटियाला राज्य : पंजाब

नाम ग्राम	खसरा नं०	क्षेत्रफल हे०	एयर	वर्गमी०
1	2	3	4	5
हरना	12/7 मिन	00	01	01
ह० न० 253	8 मिन	00	07	59
	13 मिन	00	00	51
	14 मिन	00	13	41
	15 मिन	00	00	25
	16 मिन	00	12	90
	17 मिन	00	01	26
	26 मिन	00	00	25
	11/21 मिन	00	11	38
	12/25/1 मिन	00	00	25
	25/2 मिन	00	01	26
	17/1 मिन	00	04	30
	2 मिन	00	09	86
	8 मिन	00	08	35
	9/1 मिन	00	05	82
	13 मिन	00	07	33
	14 मिन	00	07	33
	16/1 मिन	00	00	00
	16/3 मिन	00	05	82
	17/1 मिन	00	06	32
	17/2 मिन	00	02	02
	25/1 मिन	00	02	78
	25/2 मिन	00	05	56
	18/21 मिन	00	04	30
	24/1/1 मिन	00	00	51
	1/2 मिन	00	10	12
	2 मिन	00	02	78
	8 मिन	00	01	77
	9 मिन	00	12	90
	24/12 मिन	00	00	25
	13 मिन	00	13	41
	14 मिन	00	01	01
	16 मिन	00	00	25
	17 मिन	00	13	66

1	2	3	4	5
हरना–जारी	18 मिन	00	00	51
ह०न० 253	24 मिन	00	01	26
	25 मिन	00	11	88
	53 मिन	00	01	77
	123 मिन	00	00	76
	132 मिन	00	01	26
सलीमपुर	10/24 मिन	00	03	54
ह०न० 255	25 मिन	00	08	09
	16/1 मिन	00	02	78
	9/2 मिन	00	02	28
	10 मिन	00	11	13
	12 मिन	00	13	16
	13 मिन	00	00	25
	18 मिन	00	12	14
	19 मिन	00	01	52
	11 मिन	00	00	00
	23 मिन	00	04	55
	24 मिन	00	09	11
	23/10 मिन	00	01	01
	11 मिन	00	12	90
	12 मिन	00	00	25
	19 मिन	00	12	14
	20 मिन	00	01	52
	22 मिन	00	04	05
	23 मिन	00	09	11
	24/4 मिन	00	07	84
	5/1 मिन	00	05	56
	5/2 मिन	00	00	00
	6/1 मिन	00	09	11
	6/2 मिन	00	02	02
	15 मिन	00	00	00
	34/4 मिन	00	00	76
	4 मिन	00	05	31
	6/2 मिन	00	02	28
	34/7 मिन	00	13	91
	14 मिन	00	00	00
	15 मिन	00	13	15
	16 मिन	00	01	52
	35/11/1 मिन	00	00	25
	20 मिन	00	10	73
	21 मिन	00	05	56
	22 मिन	00	06	
	39/20 मिन	00	03	04
	21 मिन	00	12	39
	22 मिन	00	02	02
	40/2 मिन	00	06	83
	3 मिन	00	06	32
	7 मिन	00	05	31
	8 मिन	00	09	36
	14 मिन	00	10	37
	15 मिन	04	04	30
	16 मिन	00	11	38
	45/1 मिन	00	00	00

1	2	3	4	5
सलीमपुर	2 मिन	00	13	15
ह०न० 255	3/1 मिन	00	01	52
	8 मिन	00	05	06
	9 मिन	00	00	25
	53 मिन	00	02	78
	55 मिन	00	02	02
	143 मिन	00	02	02
	144 मिन	00	01	26
	145 मिन	00	01	26
	152 मिन	00	01	01
बरास	106/21 मिन	00	02	78
	107/16 मिन	00	04	05
ह० न० 256	25 मिन	00	11	13
	110/1 मिन	00	12	39
	2 मिन	00	01	26
	8 मिन	00	00	25
	9 मिन	00	13	41
	10 मिन	00	00	00
	12 मिन	00	01	52
	13 मिन	00	12	65
	17 मिन	00	09	86
	18 मिन	00	03	04
	24 मिन	00	00	76
	148 मिन	00	00	76
	152 मिन	00	01	77
नारायन गढ़	8/22 मिन	00	06	07
	23 मिन	00	00	76
ह०न० 257	14/20 मिन	00	08	35
	21 मिन	00	07	84
	22 मिन	00	06	32
	15/3 मिन	00	13	15
	2 मिन	00	00	76
	4 मिन	00	00	76
	7 मिन	00	07	84
	8 मिन	00	01	2
	14 मिन	00	04	05
	15 मिन	00	09	36
	16 मिन	00	05	82
	19/2 मिन	00	09	61
	19/3 मिन	00	04	30
	7/1 मिन	00	00	25
	7/2 मिन	00	01	01
	8/1 मिन	00	11	13
	8/2 मिन	00	00	76
	13 मिन	00	00	25
	14 मिन	00	12	14
	15 मिन	00	01	01
	16 मिन	00	13	66
	17 मिन	00	00	51
	25 मिन	00	01	77
	20/20 मिन	00	00	25
	21 मिन	00	12	39
	23/1 मिन	00	03	54
	2 मिन	00	10	37
	8/1 मिन	00	01	52

1	2	3	4	5
नारायनगढ़	8/2 मिन	00	07	08
ह्०न० 257	9/2 मिन	00	05	56
	13 मिन	00	07	59
	14 मिन	00	06	58
	17 मिन	00	09	86
	53 मिन	00	02	02
खेरी भाइके	6/5 मिन	00	02	78
	7/1 मिन	00	07	84
ह्०न० 258	9 मिन	00	05	31
	10 मिन	00	08	35
	12 मिन	00	10	37
	13/1 मिन	00	00	25
	13/2 मिन	00	00	76
	17/1 मिन	00	00	76
	17/2 मिन	00	00	76
	18 मिन	00	12	40
	23 मिन	00	00	25
	24/1 मिन	00	00	51
	24/2 मिन	00	13	15
	25 मिन	00	00	25
	14/10 मिन	00	11	13
	11 मिन	00	05	06
	12/1 मिन	00	08	60
	14/18 मिन	00	05	82
	19 मिन	00	07	08
	23 मिन	00	09	11
	24 मिन	00	05	31
	15/4/2 मिन	00	01	26
	5 मिन	00	12	90
	6 मिन	00	00	76
	21/4 मिन	00	11	13
	5 मिन	00	02	53
	6/1 मिन	00	02	02
	6/2 मिन	00	01	52
	22/7 मिन	00	00	00
	10 मिन	00	01	26
	11 मिन	00	13	66
	12 मिन	00	00	25
	15 मिन	00	00	00
	19 मिन	00	12	90
	20 मिन	00	01	01
	22 मिन	00	02	78
	23 मिन	00	11	13
	26/11/1	00	04	05
	11/2 मिन	00	00	76
	19 मिन	00	02	78
	20 मिन	00	11	13
	22 मिन	00	06	58
	27/3 मिन	00	04	81
	4 मिन	00	09	11
	6/1 मिन	00	03	54
	6/2 मिन	00	03	29
	7 मिन	00	07	08
	15 मिन	00	09	36

1	2	3	4	5
खेरी भाइके	37 मिन	00	02	02
ह्०न० 258	48 मिन	00	04	05
	121 मिन	00	01	52
	127 मिन	00	01	52
	141 मिन	00	01	26
	143 मिन	00	01	26
डांगरीया	8/4 मिन	00	02	28
	5 मिन	00	04	81
ह्०न० 162	6/1 मिन	00	10	88
	6/2 मिन	00	00	25
	9/10 मिन	00	02	78
	11 मिन	00	12	90
	12 मिन	00	01	01
	18 मिन	00	00	00
	19 मिन	00	13	16
	20 मिन	00	00	51
	22 मिन	00	01	77
	23 मिन	00	12	40
	16/11 मिन	00	05	82
	19 मिन	00	03	79
	20 मिन	00	10	12
	22 मिन	00	12	14
	23 मिन	00	01	01
	17/3 मिन	00	03	54
	4/1 मिन	00	05	82
	4/2 मिन	00	03	04
	6 मिन	00	08	10
	7 मिन	00	05	82
	15 मिन	00	08	10
	22/2 मिन	00	00	25
	3/1 मिन	00	08	35
	3/2 मिन	00	02	78
	4 मिन	00	00	00
	6 मिन	00	00	00
	7 मिन	00	07	34
	8/1 मिन	00	04	81
	14 मिन	00	02	28
	22/15 मिन	00	11	64
	16 मिन	00	04	30
	23/20 मिन	00	09	87
	22 मिन	00	07	84
	20/20 मिन	00	00	25
	21 मिन	00	12	90
	31/2/1	00	07	84
	2/2 मिन	00	00	51
	31/3 मिन	00	04	05
	7 मिन	00	03	79
	8/1 मिन	00	10	12
	8/2 मिन	00	00	51
	14 मिन	00	12	40
	15 मिन	00	01	77
	16 मिन	00	13	41
	17/1 मिन	00	00	25
	25 मिन	00	01	26
	38/1 मिन	00	03	04

1	2	3	4	5
टागरीधा–जारी	2 मिन	00	10	88
ह०न० 162	8 मिन	00	08	60
	9 मिन	00	05	31
	13 मिन	00	07	59
	14 मिन	00	06	58
	16/2 मिन	00	04	81
	17/1 मिन	00	04	30
	17/2 मिन	00	04	05
	25 मिन	00	09	87
	39/21 मिन	00	02	78
	43/1 मिन	00	12	40
	2/1 मिन	00	00	25
	8 मिन	00	00	25
	9 मिन	00	13	66
	10 मिन	00	00	25
	12 मिन	00	01	52
	13/1 मिन	00	11	64
	13/2 मिन	00	01	52
	17 मिन	00	11	64
	18/1 मिन	00	02	78
	24 मिन	00	04	55
	25/1 मिन	00	06	58
	25/2 मिन	00	03	04
	47/5 मिन	00	03	54
	55 मिन	00	01	77
	56 मिन	00	00	76
	57 मिन	00	05	06
	58 मिन	00	01	77
	195 मिन	00	02	02
	200 मिन	00	02	53
	211 मिन	00	01	52
	214 मिन	00	01	01
बालहेरी कलां	38 मिन	00	01	26
	64 मिन	00	02	95
———	65 मिन	00	15	17
ह०न: 219	67 मिन	00	14	33
	68 मिन	00	04	22
	69 मिन	00	03	79
	70 मिन	00	14	33
	75 मिन	00	00	00
	76 मिन	00	16	02
	77 मिन	00	02	11
	79 मिन	00	01	69
	80 मिन	00	00	42
	182 मिन	00	03	79
	183 मिन	00	10	96
	184 मिन	00	00	84
	187 मिन	00	13	49
	188 मिन	00	06	32
	189 मिन	00	00	42
	750 मिन	00	01	69
	751 मिन	00	09	69
	753 मिन	00	00	00
	754 मिन	00	15	60
	755 मिन	00	02	53
	807 मिन	00	00	84

1	2	3	4	5
बलहेरी कलां	862 मिन	00	04	64
ह०नं० 219	863 मिन	00	14	33
	886 मिन	00	03	79
	888 मिन	00	05	90
	889 मिन	00	12	65
	891 मिन	00	12	22
	898 मिन	00	04	22
	899 मिन	00	13	49
	900 मिन	00	03	79
	902 मिन	00	05	48
	911 मिन	00	08	85
	912 मिन	00	17	28
	954 मिन	00	00	84
	1028 मिन	00	00	42
	1029 मिन	00	10	54
	1030 मिन	00	01	26
	1031 मिन	00	12	65
	1062 मिन	00	13	49
	1066 मिन	00	14	75
	1067/मिन	00	03	79
	1969 मिन	00	02	53
	1070 मिन	00	15	60
	1071 मिन	00	05	06
बोम्बे माजरा	63 मिन	00	09	69
ह०नं० 220	64 मिन	00	07	59
	65 मिन	00	10	54
	69 मिन	00	07	59
	70 मिन	00	07	17
	74 मिन	00	09	69
	75 मिन	00	14	33
	78 मिन	00	08	43
	82 मिन	00	01	69
	111 मिन	00	06	74
	116 मिन	00	10	12
	117 मिन	00	03	43
	119 मिन	00	07	59
	120 मिन	00	10	96
	122 मिन	00	12	22
	123 मिन	00	06	32
	134 मिन	00	05	48
	135 मिन	00	11	80
	136 मिन	00	00	42
बालहेरी खुरद	191 मिन	00	12	65
ह०न० 221	192 मिन	00	06	74
	193 मिन	00	00	84
	194 मिन	00	00	84
	196 मिन	00	01	69
	196 मिन	00	10	12
	199 मिन	00	05	90
	200 मिन	00	10	12
	202 मिन	00	09	27
	212 मिन	00	00	42
	219 मिन	00	07	59
	221 मिन	00	22	34

1	2	3	4	5
बलहेरी खुरद	222 मिन	00	01	69
ह०न०—(जारी)	223 मिन	00	16	02
	224 मिन	00	01	69
	225 मिन	00	05	06
	226 मिन	00	00	00
	232 मिन	00	07	17
	238 मिन	00	01	26
	273 मिन	00	02	53
	275 मिन	00	05	90
	276 मिन	00	15	17
	277 मिन	00	00	00
	278 मिन	00	11	80
	281 मिन	00	00	84
	282 मिन	00	02	95
	283 मिन	00	03	79
	284 मिन	00	01	26
	285 मिन	00	08	85
	286 मिन	00	00	42
	287 मिन	00	07	17
पीर जैन	13/9 मिन	00	00	76
ह०नं० 169	10 मिन	00	03	79
	11 मिन	00	00	76
	12 मिन	00	13	15
	13 मिन	00	00	00
	18 मिन	00	12	14
	19 मिन	50	02	02
	23 मिन	00	03	54
	24 मिन	00	09	11
	15/4 मिन	00	05	31
	5 मिन	00	09	11
	6 मिन	00	06	83
	16/10 मिन	00	06	07
	11 मिन	00	00	00
	36 मिन	00	01	77
कोटला फजला	23/8 मिन	00	00	76
ह०नं० 172	9 मिन	00	03	29
	12 मिन	00	00	76
	13 मिन	00	13	66
	14 मिन	00	00	25
	17 मिन	00	12	65
	18 मिन	00	01	77
	24 मिन	00	03	04
	25 मिन	00	11	13
	39/1/1 मिन	00	01	01
	1/2 मिन	00	08	85
	9 मिन	00	07	84
	10 मिन	00	06	58
	12 मिन	00	07	84
	13 मिन	00	06	32
	17/1 मिन	00	01	01
	17/2 मिन	00	03	79
	18/1 मिन	00	09	11
	18/2 मिन	00	00	51
	24 मिन	00	05	56
	25 मिन	00	05	56

1	2	3	4	5
कोटलफजला	41/5 मिन	00	12	65
ह०न० 172(जारी)	6 मिन	00	00	25
	42/1 मिन	00	01	77
	10 मिन	00	11	13
रायपुर गुजरा	3/14 मिन	00	02	53
ह०नं० 113	16 मिन	00	12	90
	17 मिन	00	01	52
	25 मिन	00	02	78
	4/21 मिन	00	11	63
	6/21 मिन	00	03	54
	7/1/1 मिन	00	02	78
	1/2 मिन	00	01	77
	2 मिन	00	09	86
	8 मिन	00	05	56
	9 मिन	00	05	82
	13 मिन	00	07	59
	14 मिन	00	06	83
	16 मिन	00	05	31
	17 मिन	00	09	11
	25 मिन	00	10	62
	15/1 मिन	00	12	14
	2 मिन	00	02	02
	9 मिन	00	10	12
	10 मिन	00	00	00
	51 मिन	00	00	76
	28/3 मिन	00	00	51
रैली ह०नं० 173	7 मिन	00	08	60
	8 मिन	00	06	32
	14/1 मिन	00	07	08
	14/2 मिन	00	00	00
	15/1 मिन	00	02	02
	15/2 मिन	00	04	30
	16 मिन	00	03	54
	20/20 मिन	00	05	82
	21 मिन	00	10	37
	22/1 मिन	00	04	05
	37/2 मिन	00	12	39
	3 मिन	00	02	02
	7 मिन	00	01	01
	8 मिन	00	13	91
	9 मिन	00	00	00
	14 मिन	00	11	13
	15 मिन	00	00	25
जोधपुर ह०नं० 174	7/23 मिन	00	06	83
	12/11/1/1 मिन	00	06	58
	11/1/2 मिन	00	00	76
	19/2 मिन	00	01	01
	20 मिन	00	08	35
	22/1 मिन	00	00	25
	22/2 मिन	00	09	11
	23 मिन	00	04	05
	3/3 मिन	00	04	55
	4 मिन	00	10	12

1	2	3	4	5
जांघपुर	6 मिन	00	08	60
ह०नं० 174 (जारी)	7/2 मिन	00	05	56
	15 मिन	00	07	33
	19/3 मिन	00	12	14
	4/1 मिन	00	02	28
	6/2/1 मिन	00	01	01
	6/2/2 मिन	00	00	25
	19/7 मिन	00	13	41
	15/1 मिन	00	07	59
	15/2 मिन	00	04	30
	16/1 मिन	00	01	26
	20/19 मिन	00	00	00
	20/2 मिन	00	07	59
	20/3 मिन	00	05	06
	21/2 मिन	00	02	28
	22 मिन	00	12	14
	21/2 मिन	00	04	05
	3 मिन	00	09	86
	8 मिन	00	02	02
	33 मिन	00	00	51
	35 मिन	00	04	30
	36 मिन	00	00	51
	37 मिन	00	02	02
	58 मिन	00	00	25
	61 मिन	00	00	00
	62 मिन	00	00	76
मेहमूदपुर	2/19 मिन	00	00	51
ह०नं० 175	22/1 मिन	00	04	05
	23 मिन	00	08	35
	9/20 मिन	00	01	26
	21 मिन	00	11	89
	10/3 मिन	00	10	37
	4 मिन	00	02	02
	7 मिन	00	12	39
	8 मिन	00	00	00
	14 मिन	00	04	81
	15 मिन	00	07	59
	16 मिन	00	11	13
	25 मिन	00	00	51
	14/1/1 मिन	00	01	26
	1/2 मिन	00	05	06
	2 मिन	00	06	58
	8 मिन	00	00	51
	9 मिन	00	11	89
	12 मिन	00	01	01
	13 मिन	00	11	38
	17 मिन	00	04	55
	18 मिन	00	08	09
	24 मिन	00	12	14
	25 मिन	00	00	00
	21/10 मिन	00	06	83
	11/1/1 मिन	00	03	54
	21/11/1/2 मिन	00	00	25
	11/2 मिन	00	04	55
	12 मिन	00	05	82
मेहमूदपुर ह०नं० 175	18 मिन	00	05	56
	19/1 मिन	00	09	11
	19/2 मिन	00	01	01
	23 मिन	00	11	63
	24 मिन	00	02	78
	22/4 मिन	00	03	28
	5 मिन	00	07	08
	6 मिन	00	05	58
	27/4 मिन	00	12	90
	5 मिन	00	01	52
	6 मिन	00	13	66
	27/15 मिन	00	00	76
	28/10 मिन	00	00	76
	11 मिन	00	09	11
	49 मिन	00	02	28
	63 मिन	00	01	26
	64 मिन	00	00	51
थुमंडगढ़ ह०नं० 176	42/11 मिन	00	03	54
	12 मिन	00	00	25
	19 मिन	00	12	90
	20 मिन	00	01	52
	22/1 मिन	00	02	78
	23 मिन	00	04	30
	55 मिन	00	00	76

[सं० 12020/4/81-प्रो०]

टी० एन० परमेश्वरन, अवर सचिव

New Delhi, the 3rd July, 1981

S.O. 1945.—Whereas it appears to the Central Government that it is necessary in the interest that for the transport of petroleum products from Mathura in Uttar Pradesh to Jullundur Punjab pipelines should be laid by the Indian Oil Corporation Limited.

And whereas it appears that for the purpose of laying such pipelines, it is necessary to acquire Right of User in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Mathura-Jullundur Pipeline 705, Mola Singh Nagar Jullundur (Punjab).

And every person making such an objection shall also state specifcally whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Tehsil : Fatehgarh Sahib (Sirhind) Distt. Patiala State. Punjab

Name of Village	Khasra No.	AREA		
		Hec.	Arr.	sq. Mts.
1	2	3	4	5
Harnan	12/7 Min	00	01	01
H. No. 53	8 Min	00	07	59
	13 Min	00	00	51

1	2	3	4	5
Harna	14 Min	00	13	41
H. No. 253—contd.	15 Min	00	00	25
	16 Min	00	12	90
	17 Min	00	01	26
	26 Min	00	00	25
	11/21 Min	00	11	38
	12/25/1 Min	00	00	25
	25/2 Min	00	01	26
	17/1	00	04	30
	2 Min	00	09	86
	8 Min	00	08	35
	9/1 Min	00	05	82
	13 Min	00	07	33
	14 Min	00	07	33
	16/1	00	00	00
	16/3 Min	00	05	82
	17/1 Min	00	06	32
	17/2 Min	00	02	02
	25/1 Min	00	02	78
	25/2 Min	00	05	56
	18/21 Min	00	04	30
	24/1/1 Min	00	00	51
	1/2 Min	00	10	12
	2 Min	00	02	78
	8 Min	00	01	77
	9 Min	00	12	90
	24/12 Min	00	00	25
	13 Min	00	13	41
	14 Min	00	01	01
	16 Min	00	00	25
	17 Min	00	13	66
	18 Min	00	00	51
	24 Min	00	01	26
	25 Mln	00	11	88
	53 Min	00	01	77
	123 Min	00	00	76
	132 Min	00	01	26
Salem Pur	10/24 Min	00	03	54
H. No. 255	25 Min	00	08	09
	15/15 Min	00	07	59
	16/1 Min	00	02	78
	9/2 Min	00	02	28
	10 Min	00	11	13
	12 Min	00	13	16
	13 Min	00	00	25
	18 Min	00	12	14
	19 Min	00	01	52
	11 Min	00	00	00
	23 Min	00	04	55
	24 Min	00	09	11
	23/10 Min	00	01	01
	11 Min	00	12	90
	12 Min	00	00	25
	19 Min	00	12	14
	20 Min	00	01	52
	22 Min	00	04	05
	23 Min	00	09	11
	24/4 Min	00	07	84
	5/1 Min	00	05	56
	5/2 Min	00	00	00
	6/1 Min	00	09	11
	6/2 Min	00	02	02
	15 Min	00	00	00
	34/3 Min	00	00	76
	4 Min	00	05	31
	6/2 Min	00	02	28

1	2	3	4	5
Salempur	34/7 Min	00	13	91
H. No. 255—contd.	14 Min	00	00	00
	15 Min	00	13	15
	16 Min	00	01	52
	35/11/1 Min	00	00	25
	20 Min	00	10	37
	21 Min	00	05	56
	22 Min	00	06	07
	39/20 Min	00	03	04
	21 Min	00	12	39
	22 Min	00	02	02
	40/2 Min	00	06	83
	3 Min	00	06	32
	7 Min	00	05	31
	8 Min	00	09	36
	14 Min	00	10	37
	15 Min	00	04	30
	16 Min	00	11	38
	45/1 Min	00	00	00
	2 Min	00	13	15
	3/1 Min	00	01	52
	8 Min	00	05	06
	9 Min	00	00	25
	53 Min	00	02	78
	55 Min	00	02	02
	143 Min	00	02	02
	144 Min	00	01	26
	145 Min	00	01	26
	152 Min	00	01	01
Brass	106/21 Min	00	02	78
H. No. 256	107/16 Min	00	04	05
	25 Min	00	11	13
	110/1 Min	00	12	39
	2 Min	00	01	26
	8 Min	00	00	25
	9 Min	00	13	41
	10 Min	00	00	00
	12 Min	00	01	52
	13 Min	00	12	65
	17 Min	00	09	86
	18 Min	00	03	04
	24 Min	00	00	76
	148 Min	00	00	76
	152 Min	00	01	77
Narain Garh	8/22 Min	00	06	07
H. No. 257	23 Min	00	00	76
	14/20 Min	00	08	35
	21 Min	00	07	84
	22 Min	00	06	32
	15/3 Min	00	13	15
	2 Min	00	00	76
	4 Min	00	00	76
	7 Min	00	07	84
	8 Min	00	01	26
	14 Min	00	04	05
	15 Min	00	09	36
	16 Min	00	05	82
	19/2 Min	00	09	61
	19/3 Min.	00	04	30
	7/1 Min	00	00	25
	7/2 Min.	00	01	01
	8/1 Min	00	11	13
	8/2 Min	00	00	76
	13 Min	00	00	25
	14 Min	00	12	14

1	2	3	4	5
Naraingarh	15 Min	00	01	01
H. No. 257—contd.	16 Min	00	13	66
	17 Min	00	00	51
	25 Min	00	01	77
	20/20 Min	00	00	25
	21 Min	00	12	39
	23/1 Min	00	03	54
	2 Min	00	10	37
	8/1 Min	00	01	52
	8/2 Min	00	07	08
	9/2 Min	00	05	56
	13 Min	00	07	59
	14 Min	00	06	58
	17 Min	00	09	86
	53 Min	00	02	02
Kheri Bhalki	6/5 Min	00	02	78
H. No. 258	7/1 Min	00	07	84
	9 Min	00	05	31
	10 Min	00	08	35
	12 Min	00	10	37
	13/1 Min	00	00	25
	13/2 Min	00	00	76
	17/1 Min	00	00	76
	17/2 Min	00	00	76
	18 Min	00	12	40
	23 Min	00	00	25
	24/1 Min	00	00	51
	24/2 Min	00	13	15
	25 Min	00	00	25
	14/10 Min	00	11	13
	11 Min	00	05	06
	12/1 Min	00	08	60
	14/18 Min	00	05	82
	19 Min	00	07	08
	23 Min	00	09	11
	24 Min	00	05	31
	15/4/2 Min	00	01	26
	5 Min	00	12	90
	6 Min	00	00	76
	21/4 Min	00	11	13
	5 Min	00	02	53
	6/1 Min	00	02	02
	6/2 Min	00	01	52
	22/7 Min	00	00	00
	10 Min	00	01	26
	11 Min	00	13	66
	12 Min	00	00	25
	15 Min	00	00	00
	19 Min	00	12	90
	20 Min	00	01	01
	22 Min	00	02	78
	23 Min	00	11	13
	26/11/1 Min	00	04	05
	11/2 Min	00	00	76
	19 Min	00	02	78
	20 Min	00	11	13
	22 Min	00	06	58
	27/3 Min	00	04	81
	4 Min	00	09	11
	6/1 Min	00	03	54
	6/2 Min	00	03	29
	7 Min	00	07	08
	15 Min	00	09	36
	37 Min	00	02	02
	48 Min	00	04	05

1	2	3	4	5
Kheri Bhaiki	121 Min	00	01	52
H No 258—contd	127 Min	00	01	52
	141 Min	00	01	26
	143 Min	00	01	26
Dhangrian	8/4 Min	00	02	28
H.B. No. 162	5 Min	00	04	81
	6/1 Min	00	10	88
	6/2 Min	00	00	25
	9/10 Min	00	02	78
	11 Min	00	12	90
	12 Min	00	01	01
	18 Min	00	00	00
	19 Min	00	13	16
	20 Min	00	00	51
	22 Min	00	01	77
	23 Min	00	12	40
	16/11 Min	00	05	82
	19 Min	00	03	79
	20 Min	00	10	12
	22 Min	00	12	14
	23 Min	00	01	01
	17/3 Min	00	03	54
	4/1 Min	00	05	82
	4/2 Min	00	03	04
	6 Min	00	08	10
	7 Min	00	05	82
	15 Min	00	08	10
	22/2 Min	00	00	25
	3/1 Min	00	08	35
	3/2 Min	00	02	78
	4 Min	00	00	00
	6 Min	00	00	00
	7 Min	00	07	34
	8/1 Min	00	04	81
	14 Min	00	02	28
	22/15 Min	00	11	64
	16 Min	00	04	30
	23/20 Min	00	09	87
	22 Min	00	07	84
	30/20 Min	00	00	25
	21 Min	00	12	90
	31/2/1 Min	00	07	84
	2/2 Min	00	00	51
	31/3 Min	00	04	05
	7 Min	00	03	79
	8/1 Min	00	10	12
	8/2 Min	00	00	51
	14 Min	00	12	40
	15 Min	00	01	77
	16 Min	00	13	41
	17/1 Min	00	00	25
	25 Min	00	01	26
	38/1 Min	00	03	04
	2 Min	00	10	88
	8 Min	00	08	60
	9 Min	00	05	31
	13 Min	00	07	59
	14 Min	00	06	58
	16/2 Min	00	04	81
	17/1 Min	00	04	30
	17/2 Min	00	04	50
	25 Min	00	09	87
	39/21 Min	00	02	78
	43/1 Min	00	12	40
	2/1 Min	00	00	25

1	2	3	4	5
Dhangrian	8 Min	00	00	25
H. No. 162	9 Min	00	13	66
	10 Min	00	00	25
	12 Min	00	01	52
	13/1 Min	00	11	64
	13/2 Min	00	01	52
	17 Min	00	11	64
	18/1 Min	00	02	78
	24 Min	00	04	55
	25/1 Min	00	06	58
	25/2 Min	00	03	04
	47/5 Min	00	03	54
	55 Min	00	01	77
	56 Min	00	00	76
	57 Min	00	05	06
	58 Min	00	01	77
	195 Min	00	02	02
	200 Min	00	02	53
	211 Min	00	01	52
	214 Min	00	01	01
Balhari Kalan	38 Min	00	01	26
No. 219	64 Min	00	02	95
	65 Min	00	15	17
	67 Min	00	14	33
	68 Min	00	04	22
	69 Min	00	03	79
	70 Min	00	14	33
	75 Min	00	00	00
	76 Min	00	16	02
	77 Min	00	02	11
	79 Min	00	01	69
	80 Min	00	00	42
	182 Min	00	03	79
	183 Min	00	10	96
	184 Min	00	00	84
	187 Min	00	13	49
	188 Min	00	06	32
	189 Min	00	00	42
	750 Min	00	01	96
	751 Min	00	09	69
	753 Min	00	00	00
	754 Min	00	15	60
	755 Min	00	02	53
	807 Min	00	00	84
	862 Min	00	04	64
	863 Min	00	14	33
	886 Min	00	03	79
	888 Min	00	05	90
	889 Min	00	12	65
	891 Min	00	12	22
	898 Min	00	04	22
	899 Min	00	13	49
	900 Min	00	03	79
	902 Min	00	05	48
	911 Min	00	08	85
	912 Min	00	17	28
	954 Min	00	00	84
	1028 Min	00	00	42
	1029 Min	00	10	54
	1030 Min	00	01	26
	1031 Min	00	12	65
	1062 Min	00	13	49
	1066 Min	00	14	75
	1067 Min	00	03	79
	1069 Min	00	02	53

1	2	3	4	5
Balhari Kalan	1070 Min	00	15	60
H. No. 219	1071 Min	00	05	06
Bombay Majra	63 Min	00	09	69
H. No. 220	64 Min	00	07	59
	65 Min	00	10	54
	69 Min	00	07	59
	70 Min	00	07	17
	74 Min	00	09	69
	75 Min	00	14	33
	78 Min	00	08	43
	82 Min	00	01	69
	111 Min	00	06	74
	116 Min	00	10	12
	117 Min	00	08	43
	119 Min	00	07	59
	120 Min	00	10	96
	122 Min	00	12	22
	123 Min	00	06	32
	134 Min	00	05	48
	135 Min	00	11	80
	136 Min	00	00	42
Balhari Khurd	191 Min	00	12	65
H. No. 221	192 Min	00	06	74
	193 Min	00	00	84
	194 Min	00	00	84
	196 Min	00	01	69
	197 Min	00	10	12
	199 Min	00	05	90
	200 Min	00	10	12
	202 Min	00	09	27
	212 Min	00	00	42
	219 Min	00	07	59
	221 Min	00	22	34
	222 Min	00	01	69
	223 Min	00	16	02
	224 Min	00	01	69
	225 Min	00	05	06
	226 Min	00	00	00
	232 Min	00	07	17
	238 Min	00	01	26
	273 Min	00	02	53
	275 Min	00	05	90
	276 Min	00	15	17
	277 Min	00	00	00
	278 Min	00	11	80
	281 Min	00	00	84
	282 Min	00	02	95
	283 Min	00	03	79
	284 Min	00	01	26
	285 Min	00	08	85
	286 Min	00	00	42
	287 Min	00	07	17
Pir Jain	13/9 Min	00	00	76
H. No. 169	10 Min	00	03	79
	11 Min	00	00	76
	12 Min	00	13	15
	13 Min	00	00	00
	18 Min	00	12	14
	19 Min	00	02	02
	23 Min	00	03	54
	24 Min	00	09	11
	15/4 Min	00	05	31
	5 Min	00	09	11
	6 Min	00	06	83

1	2	3	4	5
Pir Sain	16/10 Min	00	06	07
H. No. 169	11 Min	00	00	00
	36 Min	00	09	7
Kotla Fazala	23/8 Min	00	00	76
H. No. 172	9 Min	00	03	29
	12 Min	00	00	76
	13 Min	00	13	66
	14 Min	00	00	25
	17 Min	00	12	65
	18 Min	00	01	77
	24 Min	00	03	04
	25 Min	00	11	13
	39/1/1 Min	00	01	01
	1/2 Min	00	08	85
	9 Min	00	07	84
	10 Min	00	06	58
	12 Min	00	07	84
	13 Min	00	06	32
	17/1 Min	00	01	01
	17/2 Min	00	03	79
	18/1 Min	00	09	11
	18/2 Min	00	00	51
	24 Min	00	05	56
	25 Min	00	05	56
	41/5 Min	00	12	65
	6 Min	00	00	25
	42/1 Min	00	01	77
	10 Min	00	11	13
Raipur Gujran H. No. 113				
	3/14 Min	00	02	53
	16 Min	00	12	90
	17 Min	00	01	52
	25 Min	00	02	78
	4/21 Min	00	11	63
	6/21 Min	00	03	54
	7/1/1 Min	00	02	78
	1/2 Min	00	01	77
	2 Min	00	09	86
	8 Min	00	05	56
	9 Min	00	05	82
	13 Min	00	07	59
	14 Min	00	06	83
	16 Min	00	05	31
	17 Min	00	09	11
	25 Min	00	10	62
	15/1 Min	00	12	14
	2 Min	00	02	02
	9 Min	00	10	12
	Min	00	00	00
	Min	00	00	76
Railli H. No. 173	28/3 Min	00	00	51
	7 Min	00	08	60
	8 Min	00	06	32
	14/1 Min	00	07	08
	14/2 Min	00	00	00
	15/1 Min	00	02	02
	15/2 Min	00	04	30
	16 Min	00	03	54
	29/20 Min	00	05	82
	21 Min	00	10	37
	22/1 Min	00	04	05
	37/2 Min	00	12	39
	3 Min	00	02	02
	7 Min	00	01	01
	8 Min	00	13	91

1	2	3	4	5
Railli H. No. 173	9 Min	00	00	00
	14 Min	00	11	13
	15 Min	00	00	25
Jodhpur H.No. 174	7/23 Min	00	06	83
	12/11/1/1 Min	00	06	58
	11/1/2 Min	00	00	76
	19/2 Min	00	01	01
	20 Min	00	08	35
	22/1 Min	00	00	25
	22/2 Min	00	09	11
	23 Min	00	04	05
	13/3 Min	00	04	55
	4 Min	00	10	12
	6 Min	00	08	60
	7/2 Min	00	05	56
	15 Min	00	07	33
	19/3 Min	00	12	14
	4/1 Min	00	02	28
	6/2/1 Min	00	01	01
	6/2/2 Min	00	00	25
	19/7 Min	00	13	41
	15/1 Min	00	07	59
	15/2 Min	00	04	30
	16/1 Min	00	01	26
	20/19 Min	00	00	00
	20/2 Min	00	07	59
	20/3 Min	00	05	06
	21/2 Min	00	02	28
	22 Min	00	12	14
	21/2 Min	00	04	05
	3 Min	00	09	86
	8 Min	00	02	02
	33 Min	00	00	51
	35 Min	00	04	30
	36 Min	00	00	51
	37 Min	00	02	02
	58 Min	00	00	25
	61 Min	00	00	00
	61 Min	00	00	76
Mehmoodpur H. No.175	2/19 Min	00	00	51
	22/1 Min	00	04	05
	23 Min	00	08	35
	9/20 Min	00	01	26
	21 Min	00	11	89
	10/3 Min	00	10	37
	4 Min	00	02	02
	7 Min	00	12	39
	8 Min	00	00	00
	14 Min	00	04	81
	15 Min	00	07	59
	16 Min	00	11	13
	25 Min	00	00	51
	14/1/1 Min	00	01	26
	1/2 Min	00	05	06
	2 Min	00	06	58
	8 Min	00	00	51
	9 Min	00	11	89
	12 Min	00	01	01
	13 Min	00	11	38
	17 Min	00	04	55
	18 Min	00	08	09
	24 Min	00	12	14
	25 Min	00	00	00
	21/10 Min	00	06	83
	11/1/1 Min	00	03	54

1	2	3	4	5
Mehmoodpur H. No.175	21/11/1/2 Min	00	00	25
	11/2 Min	00	04	55
	12 Min	00	05	82
	18 Min	00	05	56
	19/1 Min	00	09	11
	19/2 Min	00	00	01
	23 Min	00	11	63
	24 Min	00	02	78
	22/4 Min	00	02	28
	5 Min	00	07	08
	6 Min	00	06	58
	27/4 Min	00	12	90
	5 Min	00	01	52
	6 Min	00	13	66
	27/15 Min	00	00	
	28/10 Min	00	00	76
	11 Min	00	00	11
	49 Min	00	02	28
	63 Min	00	01	26
	64 Min	00	00	51
Ghumandgarh H.No.176	42/11 Min	00	03	54
	12 Min	00	00	25
	19 Min	00	12	90
	20 Min	00	01	52
	22/1 Min	00	02	78
	23 Min	00	04	30
	55 Min	00	00	76

[No. 12020/4/81-Prod.]

T. N. PARAMESWARAN, Under Secy.

MINISTRY OF STEEL AND MINES

(Department of Mines)

New Delhi, the 23rd June, 1981

CORRIGENDA

S.O. 1946.—In the order of the Government of India (Bharat Sarkar) in the Ministry of Steel and Mines (Ispat Aur Khan Mantralaya), Department of Mines, (Khan Vibhag) No. S.O. 229(E) dated the 27th March, 1981, published at pages 386 and 387 of the Gazette of India Extraordinary, Part II, Section 3, sub-section (ii), dated the 27th March, 1981,—

at page 387,—

(a) in line 70, for "(d)", read "(8)"

(b) in line 72, insert "," after the word inserted;

(c) in line 73, underline heading of clause

11. "Power to debar any person from receiving aluminium".

[No. 5(122)/80-Met. I (i)]

S.O. 1947.—In the notification of the Government of India (Bharat Sarkar), in the Ministry of Steel and Mines, (Ispat Aur Khan Mantralaya), Department of Mines, (Khan Vibhag) No. S.O. 230(E) dated the 27th March, 1981, published at page 390 of the Gazette of India, Extraordinary, Part II, Section 1, sub-section (ii), dated the 27th March, 1981,—

at page 390, in line 11, for "Billats", read "billets".

[No. 5(122)/80-Met. I(ii)]

S.O. 1948.—In the notification of the Government of India (Bharat Sarkar), in the Ministry of Steel and Mines (Ispat Aur Khan Mantralaya), Department of Mines, (Khan Vibhag) No. S.O. 231(E), dated the 27th March, 1981, published at page 392 of the Gazette of India, Extraordinary, Part II, Section 3, sub-section (ii) dated the 27th March, 1981,—

at page 392, in line 5, for "sub-clause (i)", read "sub-clause (1)",

[No. 5(122)/80-Met. I(iii)]

S.O. 1949.—In the notification of the Government of India (Bharat Sarkar), in the Ministry of Steel and Mines (Ispat Aur Khan Mantralaya), Department of Mines, (Khan Vibhag) No. S.O. 232(E), dated the 27th March, 1981 at page 394 of the Gazette of India Extraordinary, Part II, Section 3, sub-section (ii) dated the 27th March, 1981,—

at page 394, in line 16 of the schedule to the said Notification, for "18,491", read "18,492".

[No. 5(122)/80-Met. I (iv)]

A. K. VENKATASUBRAMANIAM, Director.

ग्रामीण पुनर्निर्माण मंत्रालय

नई दिल्ली, 11 जून, 1981

का०आ० 1950—केन्द्रीय सरकार, कृषि उपज (श्रेणीकरण और चिह्नांकन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अनभ्राम श्रेणीकरण और चिह्नांकन नियम, 1981 बनाना चाहती है । जैसा कि उक्त धारा में अपेक्षित है, प्रस्तावित नियमों का निम्नलिखित प्रारूप उन सभी व्यक्तियों की जानकारी के लिए प्रकाशित किया जा रहा है, जिनके उससे प्रभावित होने की सम्भावना है । इसके द्वारा सूचना दी जाती है कि उक्त प्रारूप पर राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से पैंतालीस दिन की समाप्ति के पश्चात् विचार किया जाएगा ।

इस प्रकार विनिर्दिष्ट अवधि की समाप्ति के पूर्व उक्त प्रारूप की बाबत जो भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी ।

नियमों का प्रारूप

1. संक्षिप्त नाम और लागू होना :—(1) इन नियमों का संक्षिप्त नाम अनभ्राम श्रेणीकरण और चिह्नांकन नियम, 1981 है ।

(2) ये भारत में उत्पादित अनभ्राम को लागू होंगे ।

2. परिभाषाएं :—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,—

(1) "कृषि विपणन सलाहकार" से कृषि विपणन सलाहकार, भारत सरकार अभिप्रेत है ;

(2) "अनुसूची" से, इन नियमों से उपाबद्ध अनुसूची अभिप्रेत है ;

(3) "प्राधिकृत पैकर" से, ऐसा व्यक्ति या व्यक्ति निकाय अभिप्रेत है, जिसे नियमों के अधीन विहित श्रेणी मानकों और प्रक्रिया के अनुसार वस्तु को श्रेणीकृत और ऐगमार्क करवाने के लिए कृषि विपणन सलाहकार द्वारा प्राधिकार प्रमाणपत्र अनुदत्त किया गया है ;

(4) "प्रमाणपत्र" से, प्राधिकार-प्रमाणपत्र अभिप्रेत है ।

3. श्रेणी अभिधान —अनन्नास की क्वालिटी उपदर्शित करने वाला श्रेणी अभिधान वही होगा, जो अनुसूची 1 से 5 के स्तम्भ 1 में यथा उपवर्णित है ।

4. क्वालिटी की परिभाषा :—श्रेणी अभिधान द्वारा उपदर्शित क्वालिटी वही होगी, जो अनुसूची 1 से 5 के स्तम्भ 2 और 3 में प्रत्येक श्रेणी अभिधानों के सामने यथा उपवर्णित है ।

5. श्रेणी अभिधान चिह्न :—श्रेणी अभिधान चिह्न में एक ऐसा लेबल होगा, जिसमें श्रेणी विनिर्दिष्ट होगी और भारत का एक रेखा मानचित्र होगा, जिसमें ऐगमार्क शब्द, उगते सूर्य का चित्र तथा "Produce of India" और "भारतीय उत्पाद" शब्द होंगे, और जो अनुसूची 6 में यथादर्शित के अनुरूप होगा ।

6. चिह्नांकन की पद्धति :—(1) श्रेणी अभिधान चिह्न, कृषि विपणन सलाहकार द्वारा अनुमोदित रीति से प्रत्येक पेटी/पैकेज पर अच्छी तरह चिपकाया जाएगा ।

(2) श्रेणी अभिधान के अतिरिक्त लेबल पर निम्नलिखित विशिष्टियां भी स्पष्टतया चिह्नांकित की जाएंगी :

(क) किस्म का नाम ;

(ख) फलों की संख्या ;

(ग) शुद्ध भार ;

(घ) पैक करने के स्टेशन का नाम ;

(ङ) पैक करने की तारीख ; और

(च) कोई अन्य विशिष्टियां, जो कृषि विपणन सलाहकार द्वारा समय-समय पर विनिर्दिष्ट की जाएं ।

(3) प्रधिकृत पैकर, कृषि विपणन सलाहकार का पूर्व अनुमोदन अभिप्राप्त करके, उक्त अधिकारी द्वारा अनुमोदित रीति से आधान पर अपना निजी व्यापार-चिह्न सब चिह्नांकित कर सकेगा, जब कि निजी व्यापार चिह्न इन नियमों के अनुसार आधान पर चिपकाए गए श्रेणी अभिधान चिह्न द्वारा उपदर्शित अनन्नासों की क्वालिटी या श्रेणी से भिन्न क्वालिटी या श्रेणी का द्योतक नहीं हो ।

7. पैक करने की पद्धति :—(1) अनन्नास, बांस की टोकरियों (सिलिन्ड्रकार शंकुरूप, आयताकार, अर्ध-गोलाकार या फानाकार) या लकड़ी की पेटियों या क्रेटों या किसी अन्य प्रकार के आधान में और ऐसी रीति से, जो कृषि विपणन सलाहकार द्वारा समय-समय पर विनिर्दिष्ट की जाए, पैक किए जाएंगे ।

(2) पैक करने के लिए सामग्री स्वच्छ और सूखी, फफूंदी और कीट आक्रांत तथा हानिकर गंध से मुक्त होगी ।

(3) प्रत्येक पैकज में उसी किस्म के और उसी श्रेणी अभिधान के अनन्नास होंगे और ऊपरी तह आकार, परिपक्वता, रंग, बनावट, भार और अन्य दोषों से मुक्ति की बाबत पैकेज की समस्त सामग्री की द्योतक होगी ;

(4) प्रत्येक पैकज कृषि विपणन सलाहकार द्वारा विहित रीति से मजबूती के साथ बन्द और मुहरबन्द किया जाएगा ।

8. प्राधिकार प्रमाणपत्र की विशेष शर्तें :—साधारण श्रेणी और चिह्नांकन नियम, 1937 के नियम 4 में विनिर्दिष्ट शर्तों के अतिरिक्त पैकरों द्वारा कृषि विपणन सलाहकार के समाधानप्रधरूप में, निम्नलिखित विशेष शर्तों का अनुपालन किया जाएगा, अर्थात् :—

(1) प्राधिकृत पैकर अनन्नास के परीक्षण के लिए ऐसी रीति में व्यवस्थाएं करेगा, जो कृषि विपणन सलाहकार समय-समय पर साधारण या विशेष आदेश द्वारा विनिर्दिष्ट करे ।

(2) प्राधिकृत पैकर, कृषि विपणन सलाहकार द्वारा इस निमित्त सम्यक्तः प्राधिकृत निरीक्षण अधिकारियों को ऐसी सुविधाएं प्रदान करेगा, जो इन नियमों के अधीन अपने कर्त्तव्यों का निर्वहन करने के लिए उनके लिए आवश्यक हैं ।

अनुसूची 1

(नियम 3 और 4 देखिए)

अनन्नास की, जो वाणिज्यिक चलन में कोउ के रूप में ज्ञात है, क्वालिटी के श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान	क्वालिटी की परिभाषा		साधारण लक्षण
	विशेष लक्षण (ग्रामों में न्यूनतम भार)		
1	2		3
जाति विशेष	2,250	अनन्नास, वनस्पति चलन में अनन्नास गुच्छकेशी के रूप में ज्ञात वनस्पति फल होंगे ।	
विशेष	1,750	प्रत्येक फल :	
अच्छा	1,250	(1) उसी किस्म के सामान्य आकार और रंग का होगा और समस्त पैक में युक्तियुक्त रूप से एकसमान होगा तथा विकृति मुक्त होगा ;	
		(2) परिपक्वता की ऐसी स्थिति में पहुंच गया होगा कि तत्पश्चात् परिवहन और विपणन के सामूली अनुक्रम में वह पक सकेगा है ;	

1	2	3
		(3) अच्छी टिकाऊ क्वालिटी का होगा और ठोस, युक्तियुक्त रूप से विकसित तथा अच्छी वाणिज्यिक दशा में होगा ; (4) फफूंदी, रोग, कीट अक्रांत या यांत्रिक क्षति या अंधड़ या छिड़काव से होने वाले दोषों से मुक्त होगा, (5) डंठल को, अधिक से अधिक 8 मि.मी. छोड़कर फल पास से हटा दिया जाएगा । (6) के शीर्ष को अधिक से अधिक 10 सें० मी० की लम्बाई तक काटकर छोटा कर दिया जाएगा ।

छूट :

(1) धब्बे (जिनके अन्तर्गत फफूंदी रोग, छिड़काव, कीटाणु और नाशक जीवों, अंधड़ के कारण, किन्तु छिलका तत्पश्चात अच्छा हो गया हो, पड़े धब्बे भी हैं), जो क्वालिटी को प्रभावित नहीं करते,– प्रभावित फल के कुल क्षेत्र के 10 प्रतिशत से अधिक नहीं होंगे ।

(2) 10 प्रतिशत फलों के लिए भार और परिपक्वता की बाबत 10 प्रतिशत की छूट, श्रेणीकरण में आकस्मिक त्रुटियों के लिए अनुज्ञात की जाएगी।

टिप्पण जब अति विशेष श्रेणी के लिए नियत न्यूनतम भार से अधिक अनन्नास पैक किए जाते हैं, तब पैक करने वाले के विवेकानुसार पैक किए गए फलों का भार, श्रेणी अभिधान के साथ संलग्न किया जा सकेगा (उदाहरणार्थ अति विशेष 2,750 ग्राम) ।

अनुसूची-2

(नियम 3 और 4 देखिए)

अनन्नास की, जो वाणिज्यिक चलन में मौरिशियस के रूप में ज्ञात है, क्वालिटी के श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान	क्वालिटी की परिभाषा		साधारण लक्षण
	विशेष लक्षण (ग्रामों में न्यूनतम भार)		
1	2		3
अति विशेष	1,000	अनन्नास, वनस्पति चलन में अनन्नास गुच्छकेशी के रूप में ज्ञात वनस्पति फल होंगे ।	
विशेष	750	प्रत्येक फल :	
अच्छा	500	(1) उसी किस्म के सामान्य आकार और रंग का होगा और समस्त पैक में युक्तियुक्त रूप से एक समान होगा तथा विकृति मुक्त होगा ; (2) परिपक्वता की ऐसी स्थिति में पहुंच गया होगा कि तत्पश्चात परिवहन और विपणन के सामान्य अनुक्रम में बना रह सकता है ; (3) अच्छी टिकाऊ क्वालिटी का होगा और ठोस, युक्ति-युक्त रूप से विकसित था अच्छी वाणिज्यिक दशा में होगा ; (4) फफूंदी, रोग, कीट अक्रांत या यांत्रिक-क्षति या अंधड़ या छिड़काव से होने वाले दोषों से मुक्त होगा ; (5) के डंठल को, अधिक से अधिक 8 सें० मी० छोड़कर फल के पास से हटा दिया जाएगा । (6) के शीर्ष को अधिक से अधिक 10 सें० मी० की लम्बाई तक काट कर छोटा कर दिया जाएगा ।	

छूट :

(1) धब्बे (जिनके अन्तर्गत फफूंदी रोग, छिड़काव, कीटाणु और नाशक जीवों, अंधड़ के कारण, किन्तु छिलका तत्पश्चात अच्छा हो गया हो, पड़े धब्बे भी हैं), जो क्वालिटी को प्रभावित नहीं करते, प्रभावित फल के कुल क्षेत्र के 10 प्रतिशत से अधिक नहीं होंगे ।

(2) 10 प्रतिशत फलों के लिए भार और परिपक्वता की बाबत 10 प्रतिशत की छूट, श्रेणीकरण में आकस्मिक त्रुटियों के लिए अनुज्ञात की जाएगी ।

टिप्पणी : जब अति विशेष श्रेणी के लिए नियत न्यूनतम भार से अधिक अनन्नास पैक किए जाते है, तब पैक करने वाले के विवेकानुसार पैक किए गए फलों का भार, श्रेणी अभिधान के साथ संलग्न किया जा सकेगा (उदाहरणार्थ अति विशेष 1250 ग्राम) ।

अनुसूची—3

(नियम 3 और 4 देखिए)

अनन्नास की, जो वाणिज्यिक चलन में कच्चे के रूप में ज्ञात है, क्वालिटी के श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान	क्वालिटी की परिभाषा विशेष लक्षण (ग्रामों में न्यूनतम भार)	साधारण लक्षण
1	2	3
अति विशेष	2,000	अनन्नास, वनस्पति चलन में अनन्नास गुच्छकेशी के रूप में ज्ञात वनस्पति फल होंगे ।
विशेष	1,500	प्रत्येक फल :
अच्छा	1,000	(1) उसी किस्म के सामान्य आकार और रंग का होगा और समस्त पैक में युक्तियुक्त रूप से एक समान होगा तथा विकृति मुक्त होगा ;
साधारण	750	(2) परिपक्वता की ऐसी स्थिति में पहुंच गया होगा कि तत्पश्चात परिवहन और विपणन के मामूली अनुक्रम में वह पक सकता है ;
		(3) अच्छी टिकाऊ क्वालिटी का होगा और ठोस, युक्तियुक्त रूप से विकसित तथा अच्छी वाणिज्यिक दशा में होगा ;
		(4) फफूंदी, रोग, कीट अक्रांत या यांत्रिक-क्षति या अंधड़ या छिड़काव से होने वाले दोषों से मुक्त होगा ;
		(5) के डंठल को, अधिक से अधिक 8 सें० मी० छोड़कर फल के पास से हटा दिया जाएगा ।
		(6) के शीर्ष को अधिक से अधिक 10 सें० मी० की लम्बाई तक काटकर छोटा कर दिया जाएगा ।

छूट :

(1) धब्बे (जिनके अन्तर्गत फफूंदी रोग, छिड़काव, कीटाणु और नाशक जीवों, अंधड़ के कारण, किन्तु जिसका तत्पश्चात अच्छा हो गया हो, पड़े धब्बे भी है), जो क्वालिटी को प्रभावित नहीं करते,—प्रभावित फल के कुल क्षेत्र के 10 प्रतिशत से अधिक नहीं होंगे ।

(2) 10 प्रतिशत फलों के लिए भार और परिपक्वता की बाबत 10 प्रतिशत की छूट, श्रेणीकरण में आकस्मिक त्रुटियों के लिए अनुज्ञात की जाएगी ।

टिप्पण : जब अति विशेष श्रेणी के लिए नियत न्यूनतम भार से अधिक अनन्नास पैक किए जाते हैं, तब पैक करने वाले के विवेकानुसार पैक किए गए फलों का भार, श्रेणी अभिधान के साथ संलक्ष्य किया जा सकेगा (उदाहरणार्थ अति विशेष 2150 ग्राम)

अनुसूची—4

(नियम 3 और 4 देखिए)

अनन्नास को, जो वाणिज्यिक चलन में सीलोन के रूप में ज्ञात है, क्वालिटी के श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान	क्वालिटी की परिभाषा विशेष लक्षण (ग्रामों में न्यूनतम भार)	साधारण लक्षण
1	2	3
अति विशेष	2,000	अनन्नास, वनस्पति चलन में अनन्नास गुच्छकेशी के रूप में ज्ञात वनस्पति फल होंगे ।
विशेष	1,750	प्रत्येक फल :
अच्छा	1,250	(1) उसी किस्म के सामान्य आकार और रंग का होगा और समस्त पैक में युक्तियुक्त रूप से एक समान होगा तथा विकृति मुक्त होगा ;
साधारण	1,000	(2) परिपक्वता की ऐसी स्थिति में पहुंच गया होगा कि तत्पश्चात परिवहन और विपणन के मामूली अनुक्रम में वह पक सकता है ;
		(3) अच्छी टिकाऊ क्वालिटी का होगा और ठोस, युक्तियुक्त रूप से विकसित तथा अच्छी वाणिज्यिक दशा में होगा ;
		(4) फफूंदी, रोग, कीट अक्रांत या यांत्रिक क्षति या अंधड़ या छिड़काव से होने वाले दोषों से मुक्त होगा ;
		(5) के डंठल को, अधिक से अधिक 8 सें० मी० छोड़कर फल के पास से हटा दिया जाएगा ।

1	2	3
		(6) के शीर्ष को अधिक से अधिक 10 सें० मी० की लम्बाई तक काटकर छोटा कर दिया जाएगा ।

छूट .

(1) धब्बे (जिनके अन्तर्गत फफूंदी रोग, छिड़काव, कीटाणु और नाशक जीवों, अंधड़ के कारण किंतु छिलका तत्पश्चात अच्छा हो गया हो, पड़े धब्बे भी है), जो क्वालिटी को प्रभावित नहीं करते, प्रभावित फल के कुल क्षेत्र के 10 प्रतिशत से अधिक नहीं होंगे ।

(2) 10 प्रतिशत फलों के लिए भार और परिपक्वता की बाबत 10 प्रतिशत की छूट, श्रेणीकरण में आकस्मिक त्रुटियों के लिए अनुज्ञात की जाएगी ।

टिप्पण : जब अति विशेष श्रेणी के लिए नियत न्यूनतम भार से अधिक अनन्नास पैक किए जाते हैं, तब पैक करने वाले के विवेकानुसार पैक किए गए फलों का भार, श्रेणी अभिधान के साथ संलग्न किया जा सकेगा (उदाहरणार्थ अति विशेष 2100 ग्राम)

अनुसूची—5

(नियम 3 और 4 देखिए)

अनन्नास को, जो वाणिज्यिक चलन में देशी या नतु (देशी) के रूप में ज्ञात है, क्वालिटी के श्रेणी अभिधान और परिभाषा

श्रेणी	क्वालिटी की परिभाषा	साधारण लक्षण
अभिधान	विशेष लक्षण (ग्रामों में न्यूनतम भार)	
1	2	3
अति विशेष	1,000	अनन्नास, वनस्पति चलन में अनन्नास गुच्छसूरणी के रूप में ज्ञात वनस्पति फल होंगे ।
विशेष	750	प्रत्येक फल
अच्छा	500	(1) उसी किस्म के सामान्य आकार और रंग का होगा और समस्त पैक में युक्तियुक्त रूप से एक समान होगा तथा विकृति मुक्त होगा ;
		(2) परिपक्वता की ऐसी स्थिति में पहुंच गया होगा कि पश्चात परिवहन और विपणन के मामूली अनुक्रम में वह पक सकता है ;
		(3) अच्छी टिकाऊ क्वालिटी का होगा और ठोस, युक्तियुक्त रूप से विकसित तथा अच्छी वाणिज्यिक दशा में होगा ,
		(4) फफूंदी, रोग, कीट अक्षति या यांत्रिक क्षति या अंधड़ या छिड़काव से होने वाले दोषों से मुक्त होगा ;
		(5) के डंठल को, अधिक से अधिक 8 सें०मी० छोड़कर फल के पास से हटा दिया जाएगा।
		(6) के शीर्ष को अधिक से अधिक 10 सें० मी० की लम्बाई तक काटकर छोटा कर दिया जाएगा ।

छूट .

(1) धब्बे (जिनके अन्तर्गत फफूंदी रोग, छिड़काव, कीटाणु और नाशक जीवों, अंधड़ के कारण, किन्तु छिलका तत्पश्चात अच्छा हो गया हो, पड़े धब्बे भी हैं), जो क्वालिटी को प्रभावित नहीं करते, प्रभावित फल के कुल क्षेत्र के 10 प्रतिशत से अधिक नहीं होंगे ।

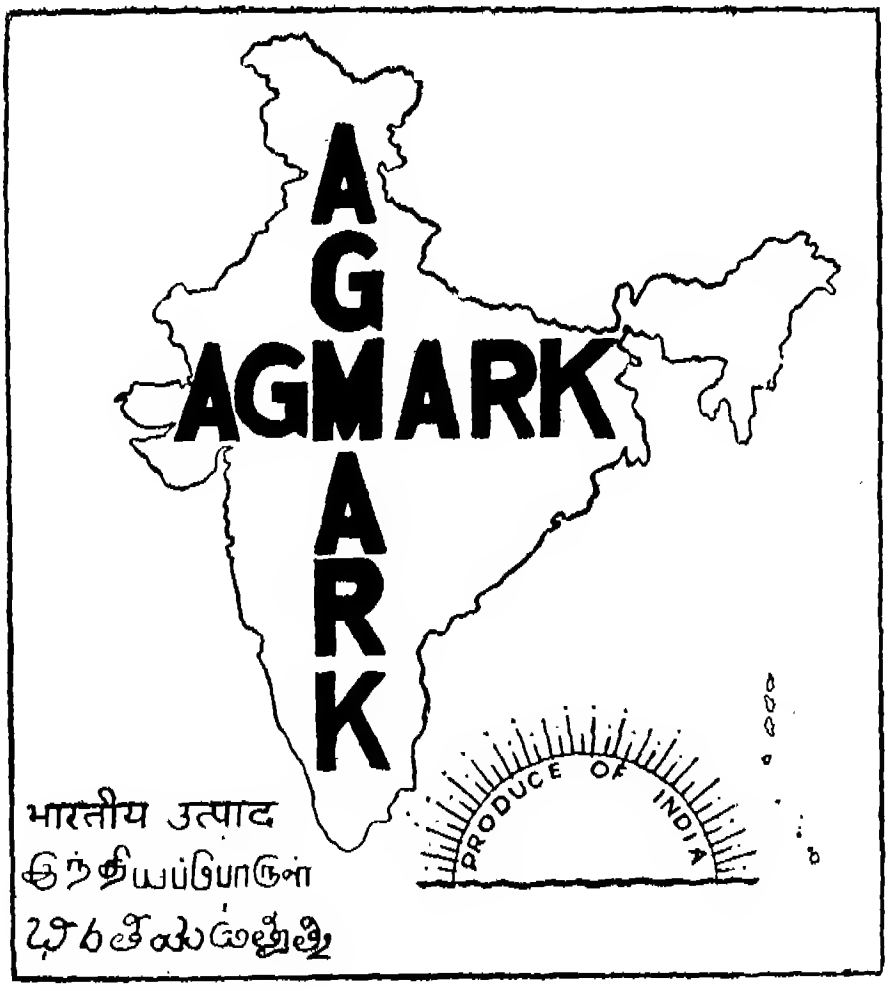
(2) 10 प्रतिशत फलों के लिए भार और परिपक्वता की बाबत 10 प्रतिशत की छूट श्रेणीकरण में आकस्मिक त्रुटियों के लिए अनुज्ञात की जाएगी ।

टिप्पण : जब अति विशेष श्रेणी के लिए नियत न्यूनतम भार से अधिक अनन्नास पैक किए जाते हैं, तब पैक करने वाले के विवेकानुसार पैक किए गए फलों का भार, श्रेणी अभिधान के साथ संलग्न किया जा सकेगा (उदाहरणार्थ अति विशेष 1250 ग्राम) ।

अनुसूची 6

(नियम 5 देखिए)

श्रेणी अभिधान चिन्ह



[सं० एफ० 10-4/80-ए०एम]

MINISTRY OF RURAL RECONSTRUCTION

New Delhi, the 11th June, 1981

S.O. 1950.—The following draft of the Pineapples Grading and Marking Rules 1981, which the Central Government proposes to make in exercise of the powers conrred by Section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) is pubished as required by the said Section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft shall be taken into consideration after the expiry of fortyfive days from the date of publication of this notification in the Official Gazette.

Any objection or suggestions which may be received from any person with respect to the said draft before the expiry of the period so specified, shall be considered by the Central Government.

DRAFT RULES

1. Short title and application.—(1) These rules may be called the Pine-apples Grading and Marking Rules, 1981.

(2) They shall apply to Pine-apples produced in India.

2. Definitions.—In these rules, unless the context otherwise requires,—

(1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India;

(2) "Schedule" means a Schedule appended to these rules;

(3) "Authorised packer" means a person or a body of persons who has been granted a certificate of authorisation by the Agricultural Marketing Adviser for getting the commodity graded and Agmarked in accordance with the grade standards and procedure prescribed under the rules;

(4) "Certificate" means Certificate of Authorisation.

3. Grade designations.—The grade designation to indicate the quality of the Pine-apples shall be as set out in column 1 of Schedule I to V.

4. Definition of quality.—The quality indicated by the grade designations shall be as set out against each grade designations in columns 2 and 3 of Schedules I to V.

5. Grade designation mark.—The grade designation mark shall consist of a label specifying the grade designation and bearing a design consisting of outline map of India with the word AGMARK and figure of the rising sun with the words "Produce of India" and भारतीय उत्पाद resembling the mark as set out in Schedule VI.

6. Method of marking.—(1) The grade designation mark shall be securely affixed to each case/package in a manner approved by the Agricultural Marketing Adviser.

(2) In addition to the grade designation, the following particulars shall also be clearly marked on the label :—

(a) Name of the variety :

(b) Number of fruits;

(c) Net weight;

(d) Name of the packing station;

(e) Date of packing; and

(f) Any other particulars, as may be specified by the Agricultural Marketing Adviser, from time to time.

(3) The authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container in a manner approved by the said officer, provided that the private trade mark does not represent a quality or grade of Pine-apples different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

7. Method of packing.—(1) Pine-apples shall be packed in bamboo baskets (cylindrical, conical, rectangular, semi-spherical or wedge type) or wooden cases or crates or any other type of container and in such manner as may be specified from time to time by the Agricultural Marketing Adviser.

(2) Packing material shall be clean and dry, free from fungus and insect attack and obnoxious smell.

(3) Each package shall contain Pine-apples of the same variety and of the same grade designation and the top layer shall be representative of the entire contents of the package in respect of size, maturity, colour, shape weight and freedom from visible defects;

(4) Each package shall be securely closed and sealed in the manner prescribed by the Agricultural Marketing Adviser.

8. Special conditions of certificate of authorisation.—In addition to the conditions specified in the rule 4 of the General Grading and Marking Rules, 1937, the following special conditions shall be observed by the packers to the satisfaction of the Agricultural Marketing Adviser, namely :—

(1) An authorised packer shall make such arrangements for testing Pine-apples as the Agricultural Marketing Adviser may specify by general or special order from time to time.

(2) An authorised packer shall provide such facilities to the inspecting officers duly authorised by the Agricultural Marketing Adviser in this behalf as may be necessary for them to discharge their duties under these rules.,

SCHEDULE I

(See rules 3 and 4)

Graded designations and definition of the quality of Pineapples commercially known as Kew.

Grade designation	Definition of quality	General characteristics
	Special characteristics (Minimum weight in gms.)	
1	2	3
Extra Special	2,250	Pineapples shall be the fruits of plant botanically known as Ananas Comosus.
Special	1,750	Each fruit shall :
Good	1,250	(1) have shape and colour normal to the variety and reasonably uniform throughout the pack and be free from mal-formation;
		(2) have reached a stage of maturity which will permit the subsequent completion of ripening in the ordinary course of transport and marketing;
		(3) have good keeping quality and be firm, reasonably developed and be in sound merchantable condition;
		(4) be free from defects due to fungus, disease, insect attack or mechanical injuries or hail-storm or spray;
		(5) have the stalk removed close the fruit leaving not more than 8 cm.
		(6) have the crown trimmed to a length not exceeding 10 cm.

Tolerances : (1) Blemish (including marks due to fungal disease, spray, insect-pest, hail-storm but the skin has subsequently healed) not affecting the quality shall not exceed 10% of the total area of the affected fruit.

(2) A tolerance of 10 per cent in respect of weight and maturity for 10 per cent of the fruits shall be allowed for accidental errors in grading.

Note : When pine-apples exceeding the minimum weight fixed for the Extra Special grade are packed, the weight of the fruits packed at the packers' discretion may be appended to the grade designation, (e.g., Extra Special 2,750 grams).

SCHEDULE II

(See rules 3 and 4)

Grade, designations and definition of the quality of Pine-apples, commercially known as Mauritius

Grade designation	Definition of quality	General characteristics
	Special characteristics (Minimum weight in gms.)	
Extra Special	1,000	Pine-apples shall be the fruits of plant botanically known as Ananas Comosus.
Special	750	Each fruit shall :
Good	500	1. have shape and colour normal to the variety and reasonably uniform throughout the pack and be free from mal-formation;
		2. have reached a stage of maturity which will permit the subsequent completion of ripening in the ordinary course of transport and marketing;
		3. have good keeping quality and be firm, reasonably developed and be in sound merchantable condition;
		4. be free from defects due to fungus, disease, insect attack or mechanical injuries, hail-storm or spray;
		5. have the stalk removed close to the fruit leving not more than 8 cm.
		6. have the crown trimmed to a length not exceeding 10 cm.

Tolerances : 1. Blemish (including marks due to fungus disease, spray, insect pest, hail-storm, but the skin has subsequently healed) not affecting the quality shall not exceed 10 per cent of the total area of the affected fruit.

2. A tolerance of 10 per cent in respect of weight and maturity for 10 per cent of the fruit shall be allowed for accidental errors in grading.

Note : When pine-apples exceeding the minimum weight fixed for the Extra Special grade are packed, the weight of the fruits packed at the packers discretion may be appended to the grade designation, (e.g., Extra Special 1,250 grams).

SCHEDULE III

(See rules 3 and 4)

Grade, designations and definition of the quality of Pineapples, commercially known as Queen.

Grade designation	Definition of quality	General characteristics
	Special characteristics (Minimum weight in gms.)	
1	2	3
Extra Special	2,000	Pineapples shall be the fruits of plant botanically known as Ananas Comosus.
Special	1,500	Each fruit shall :
Good	1,000	1. have shape and colour normal to the variety and reasonably uniform throughout the pack and be free from mal-formation;
General	750	2. have reached a stage of maturity which will permit the subsequent completion of ripening in the ordinary course of transport and marketing;
		3. have good keeping quality and be firm, reasonably developed and be in sound merchantable condition;
		4. be free from defects due to fungus, disease, insect attack or mechanical injuries or hail-storm or spray;
		5. have the stalk removed close to the fruit leaving not more than 8 cm.
		6. have the crown trimmed to a length not exceeding 10 cm.

Tolerances : (1) Blemish (including marks due to fungal disease, spray, insect pest, hail-storm but the skin has subsequently healed) not affecting the quality shall not exceed 10 per cent of the total area of the affected fruit.

(2) A tolerance of 10 per cent in respect of weight and maturity for 10 per cent of the fruits shall be allowed for accidental errors in grading.

Note : When pine-apples exceeding the minimum weight fixed for the Extra Special grade are packed, the weight of the fruits packed at the packers discretion may be appended to the grade designation (i.e. Extra Special 2,150 grams).

SCHEDULE IV

(See rules 3 and 4)

Grade, designations and definition of the quality of Pineapples, commercially known as Ceylon.

Grade designation	Definition of quality	General characteristics
	Special characterisfics (Minimum weight in gms.)	
1	2	3
Extra Special	2,000	Pine-apples shall be the fruits of plant botanically known as Ananas Comosus.
Special	1,750	Each fruit shall :
Good	1,250	1. have shape and colour normal to the variety and reasonably uniform throughout the
General	1,000	pack and be free from mal-formation;
		2. have reached a stage of maturity which will permit the subsequent completion of ripening in the ordinary course of transport and marketing;
		3. have good keeping quality and be firm, reasonably developed and be in sound merchantable condition;
		4. be free from defects due to fungus, disease, insect attack or mechanical injuries or hail-storm or spray;
		5. have the stalk removed close to the fruit leaving not more than 8 cm.;
		6. have the crown trimmed to a length not exceeding 10 cm.

Tolerances : (1) Blemish (including marks due to fungal disease, spray, insect pest, hail-storm but the skin has subsequently healed) not affecting the quality shall not exceed 10 per cent of the total areas of the affected fruit.

(2) A tolerance of 10 per cent in respect of weight and maturity for 10 per cent of the fruits shall be allowed for accidental errors in grading.

Note : When pineapples exceeding the minimum weight fixed for the Extra Special grade are packed, the weight of the fruits packed at the packers discretion may be appended to the grade designation, (i.e., Extra Special 2,100 grams.)

SCHEDULE V

(See rules 3 and 4)

Grade, designations and definition of the quality of Pine-apples commercially known as Country or Natu (Deshi).

Grade designation	Definition of quality	General characteristics
	Special characteristics (Minimum weight in gms.)	
1	2	3
Extra Special	1,000	Pineapples shall be the fruits of plant botanically known as Ananas Comosus.
Special	750	Each fruit shall :
Good	500	1. have shape and colour normal to the variety and reasonably uniform throughout the pack and be free from mal-formation;
		2. have reached a stage of maturity which will permit the subsequent completion of ripening in the ordinary course of transport and marketing;
		3. have good keeping quality and be firm, reasonably developed and in sound merchantable condition;
		4. be free from defects due to fungus, diseases, insect-attack or mechanical injuries, or hail-storm or spray.
		5. have the stalk removed close to the fruit leaving not more than 8 cm.;
		6. have the crown trimmed to a length not exceeding 10 cm.

Tolerances : (1) Blemish (including marks due to fungal disease, spray, insect pest, hail storm but the skin has subsoqcently healed) not affecting the quality shall not exceed 10 per cent of the total area of the affected fruit.

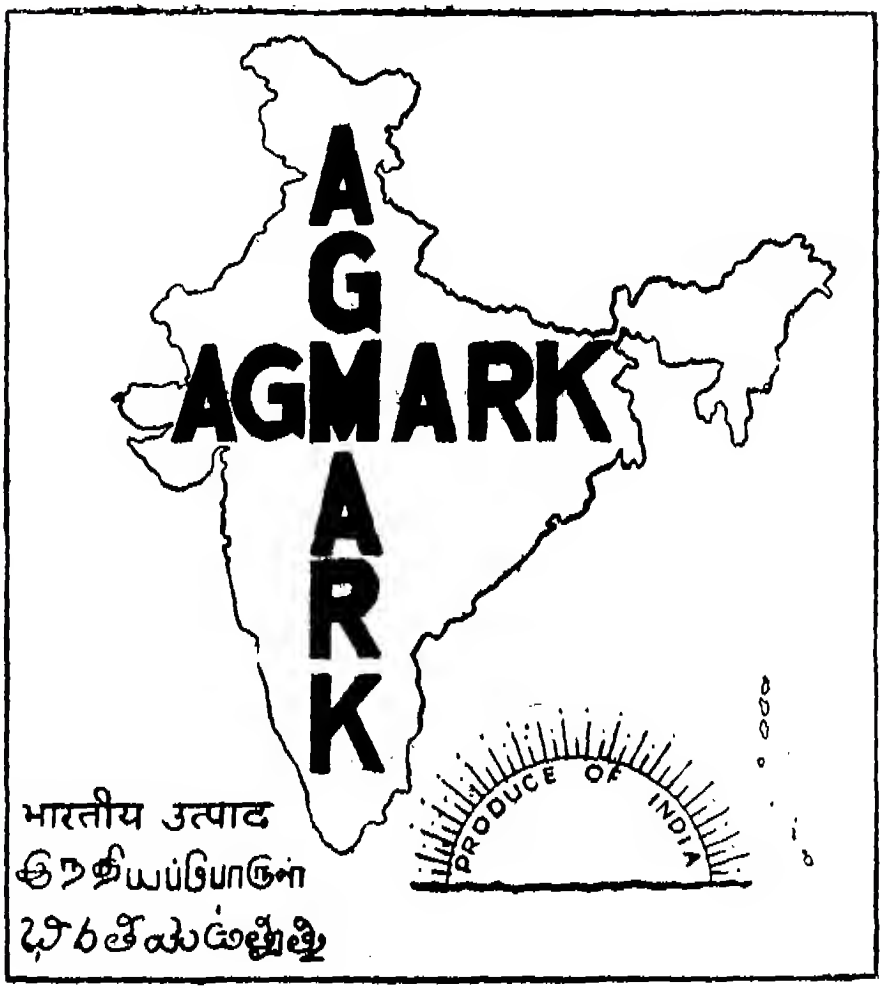
(2) A tolerance of 10 per cent in respect of weight and maturity for 10 per cent of the fruits shall be allowed for accidental errors in grading.

Note : When pine-apples exceeding the minimum weight fixed for the Extra Special grade are packed, the weight of the fruits packed at the packers discretion may be appended to the grade designation, (e.g., Extra Special 1,250 grams.)

SCHEDULE VI

(See Rule 5)

Grade, designation mark



[No. F. 10-4/80-AM]

का०आ० 1951.—केन्द्रीय सरकार, कृषि उपज (श्रेणीकरण और चिह्नांकन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तम्बाकू श्रेणीकरण और चिह्नांकन नियम 1937 का कतिपय और संशोधन करना चाहती है। जैसा कि उक्त धारा में अपेक्षित है, प्रस्तावित संशोधनों का निम्नलिखित प्रारूप उन सभी व्यक्तियों की जानकारी के लिए प्रकाशित किया जा रहा है, जिनके उससे प्रभावित होने की संभावना है। इसके द्वारा सूचना दी जाती है कि उक्त प्रारूप पर उस तारीख से पैंतालीस दिन की अवधि के अवसान के पश्चात् विचार-विमर्श किया जाएगा जिसको इस राजपत्र की प्रतियां, जिसमें यह अधिसूचना प्रकाशित हुई है, जनता को उपलब्ध करा दी जाती है।

इस प्रकार विनिर्दिष्ट अवधि के अवसान से पूर्व उक्त प्रारूप की बाबत जो भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी।

प्रारूप नियम

(1) इन नियमों का संक्षिप्त नाम तम्बाकू श्रेणीकरण और चिह्नांकन (संशोधन) नियम, 1981 है।

(2) तम्बाकू श्रेणीकरण और चिह्नांकन नियम, 1937 में,—

(क) नियम 3 के उपनियम (1) में, अन्त में निम्नलिखित पैरा अंतःस्थापित किया जाएगा, अर्थात्:—

"तम्बाकू में अनुसूची 36 में यथा परिभाषित पिटा हुआ पत्रदल (पुनःशुष्कित) हो सकता है ।

(ख) विद्यमान अनुसूची 2—क का लोप किया जाएगा ;

(ग) विद्यमान "अनुसूची 36" को "अनुसूची 37" के रूप में पुनः संख्यांकित किया जाएगा;

(घ) अनुसूची 35 के पश्चात् निम्नलिखित अनुसूची अंतःस्थापित की जाएगी, अर्थात् :—

अनुसूची 36

भारत में उगाई गई तंबाकू से प्राप्त पिटे हुए पत्र दल का श्रेणी अभिधान और परिभाषा ।

1. पिटा हुआ पत्र दल किसी भी प्रजाति की और उनकी संकर किस्म की, जिनके अभिलक्षण एक जैसे हों, श्रेणीकृत तम्बाकू को पीटकर प्राप्त किया जाता है और इसमें पत्तों के ऐसे सिरे, जो पत्ते की

लगभग तिहाई लम्बाई को काटकर प्राप्त हो होंने, और मिश्र पत्ती को यंत्र द्वारा पीटकर प्राप्त भिन्न-भिन्न लम्बाइयों के छोटे-बड़े टुकड़े (बचा हुआ भाग) होंगे ।

2. पिटे हुए पत्रदल में पत्तों के सिरे और सिरे कटे पत्तों से प्राप्त विभिन्न लम्बाई के ऐसे छोटे-बड़े टुकड़े होंगे, जो यंत्रों से तोड़े गए हों, किंतु इस संबंध में सीमाएं निम्नलिखित हैं :—

(क) पत्तों के सिरों का आकार लम्बाई में 76 से 152 मि०मी० के बीच होगा ।

(ख) सिरे काटकर बचे हुए छोटे बड़े टुकड़ों का आकार लंबाई में 6 से 152 मि०मी० के बीच होगा ।

(ग) पत्तों के सिरों का भाग कुल पत्रदल के (भार के) 25 प्रतिशत से अधिक नहीं होगा ।

(घ) पिटे हुए पत्र दल में कुल तम्बाकू में 18 मि०मी० से अधिक लम्बे टुकड़े कम से कम 70 प्रतिशत (भार के अनुसार) ।

(ङ) पिटे हुए पत्र दल में, कुल तम्बाकू में 6 मि० मी० के आकार से कम के टुकड़े 10 प्रतिशत (भार के अनुसार) से अधिक नहीं होंगे ।

(च) पिटे हुए पत्र दल में कुल तम्बाकू में स्टेमनार के 5 प्रतिशत से अधिक नहीं होंगे ।

3. पिटे हुए पत्र दल का निर्यात और पैकिंग निम्नलिखित शर्तों पर होगी, अर्थात्:—

(क) पिटे हुए पत्र दल के लिए निर्दिष्ट की जाने वाली श्रेणी पिटाई के लिए सारे पत्ते भेजने से पहले अवधारित की जाएगी। संबंधित अनुसूची में बताए गए अधिनिर्मित तम्बाकू को लागू होने वाला श्रेणी विनिर्देश तम्बाकू को पिटाई संयंत्र में डालने से पहले, प्रवर्तित किया जाएगा ।

(ख) किसी विनिष्ट श्रेणी के लिए निरीक्षित अनुमोदित तम्बाकू को ही, निरीक्षण अधिकारी की उपस्थिति में, पिटाई की अनुमति दी जाएगी, और ऐगमार्क लेबल पर "पिटा हुआ पत्रदल" शब्द कोष्ठक में तथा श्रेणी अभिधान चिन्ह के साथ साथ अंकित किए जाएंगे ।

(ग) ऐगमार्क की हुई अधिनिर्मित तम्बाकू के पैकेजों की भांति ही श्रेणीकृत "पिटा हुआ पत्रदल" तम्बाकू के पैकेज भी आंशिक पैक सैम्पलिंग और पैक निरीक्षण के अधीन होंगे ।

[सं०एफ० 10-6/80 एए०प०]

S.O. 1951.—The following draft of certain rules further to amend the Tobacco Grading and Marking Rules, 1937, which the Central Government proposes to make, in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is hereby published, as required by the said section, for the information of all persons likely to be affected hereby and notice is hereby given that the said draft will be taken into consideration after the expiry of a period of forty-five days from the date on which the copies of the official Gazette in which this notification is published are made available to the public.

Any objections or suggestions received from any persons with respect to the said draft before the expiry of the period so specified, will be considered by the Central Government.

DRAFT RULES

1. These rules may be called the Tobacco Grading and Marking (Amendment) Rules, 1981.

2. In the Tobacco Grading and Marking Rules, 1937,—

(a) in sub-rule (1) of rule 3, the following para shall be inserted at the end, namely :—

"The Tobacco may also consist of thrreshed lamina (Re-dried) as defined in Schedule XXXVI";

(b) the existing Schedule II-A shall be omitted,

(c) the existing "Schedule XXXVI" shall be renumbered as "Schedule XXXVII";

(d) after Schedule XXXV the following shall be inserted, namely :—

"SCHEDULE XXXVI

Grade designation and definition of threshed lamina derived from tobacco grown in India.

1. Threshed lamina is derived from graded tobacco leaves of any variety and their hybrids having similar characteristics, by threshing and shall consist of leaf tips obtained by cutting about 1/3 length of leaf and broken bits or pieces of varying lengths obtained by threshing the tipped leaf (remaining portion) mechanically.

2. Threshed lamina comprises of leaf tips and mechanically broken bits or pieces of lamina of varying lengths obtained from the tipped leaf subject to the following limitations :

(a) The size of leaf tips shall be between 76 to 152 mm. in length.

(b) The size of broken bits or pieces obtained from the tipped leaf shall be in between 6 to 152 mm. in length.

(c) The weight of leaf tips shall not exceed 25 per cent (by weight) of the total lamina.

(d) Threshed lamina shall contain a minimum of 70 per cent (by weight) of pieces of over 13 mm. in length in the total product.

(e) Threshed lamina shall not contain more than 10 per cent (by weight) of pieces of less than 6 mm. in size in the total product.

(f) The total stem in the threshed lamina shall not exceed 5 per cent by weight of the total product.

3. The packing and export of threshed lamina is subject to the following conditions, namely :—

(a) The grade to be assigned for the threshed lamina shall be determined before the whole leaf is issued for threshing. The grade specifications applicable to the unmanufactured tobacco as laid down in respective Schedule shall be enforced before putting the tobacco in the threshing plant.

(b) Only tobacco inspected and approved for a particular grade shall be allowed for threshing in the presence of an inspecting officer and on the AGMARK label the words "Threshed lamina" shall be stamped in bracket alongside the grade designation mark.

(c) Graded "Threshed lamina" tobacco packages are subjected to usual check sampling and check inspection as in the case of Agmarked unmanufactured tobacco packages."

[No. F. 10-6/80-AM]

का०आ० 1952.—केन्द्रीय सरकार, कृषि उपज (श्रेणीकरण और चिह्नांकन) अधिनियम, 1937(1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, साल बीज श्रेणीकरण और चिह्नांकन नियम, 1981 बनाना चाहती है। उक्त धारा की अपेक्षानुसार निम्नलिखित प्रारूप उन सभी व्यक्तियों को जानकारी के लिए प्रकाशित किया जा रहा है जिनके उससे प्रभावित होने की संभावना है। इसके द्वारा सूचना दी जाती है कि उक्त प्रारूप पर इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से पैंतालीस दिन की समाप्ति पर विचार किया जाएगा।

उक्त विनिर्दिष्ट की अवधि समाप्ति से पूर्व उक्त प्रारूप की बाबत जो भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी ।

प्रारूप नियम

1. संक्षिप्त नाम और लागू होना—(1) इन नियमों का संक्षिप्त नाम साल बीज श्रेणीकरण और चिह्नांकन नियम, 1980 है।

2. ये भारत में उत्पादित साल बीज (बीज और दाने) को लागू होंगे।

3. परिभाषाएं—इन नियमों में जब तक कि संदर्भ से अन्यथा अपेक्षित न हो—

(1) "कृषि विपणन सलाहकार" से भारत सरकार का कृषि विपणन सलाहकार अभिप्रेत है;

(2) "अनुसूची" से इन नियमों से उपाबद्ध अनुसूची अभिप्रेत है।

(3) "प्राधिकृत" से ऐसा व्यक्ति या व्यक्ति निकाय अभिप्रेत है जिसे कृषि विपणन सलाहकार ने इन नियमों के अधीन विहित मानकों और प्रक्रिया के अनुसार वस्तु को श्रेणीकृत कराने और ऐगमार्क से चिह्नित कराने के लिए प्राधिकरण प्रमाणपत्र दिया है ;

(4) "प्रमाणपत्र" से प्राधिकरण प्रमाणपत्र अभिप्रेत है ;

3. श्रेणी अभिधान :—साल बीज और दाने की क्वालिटी उपदर्शित करने के लिए श्रेणी अभिधान वह होगा, जो अनुसूची i और ii के स्तम्भ 1 में यथा उपवर्णित है।

4. क्वालिटी की परिभाषा :—श्रेणी अभिधानों द्वारा उपदर्शित क्वालिटी वह होगी, जो अनुसूची I के स्तम्भ 2 से 9 में और अनुसूची II के स्तम्भ 2 से 6 में प्रत्येक श्रेणी अभिधान के सामने यथा उपदर्शित है।

5. श्रेणी अभिधान चिह्न : श्रेणी अभिधान चिह्न एक ऐसा लेबल होगा जिस पर श्रेणी अभिधान विनिर्दिष्ट होगा और ऐसा डिजाइन बना होगा, जिसमें भारत का रूपरेखा मानचित्र, एगमार्क शब्द और Produce of india तथा 'भारतीय उत्पाद' शब्दों सहित उदय होते हुए सूर्य का चित्र होगा, जो अनुसूची 3 में उपवर्णित चिह्न के सदृश होगा।

6. चिह्नांकन पद्धति : (1) श्रेणी अभिधान, चिह्न, कृषि विपणन सलाहकार द्वारा अनुमोदित रीति से प्रत्येक पैकेज पर मजबूती से चिपकाया जाएगा।

(2) श्रेणी अभिधान के अतिरिक्त लेबल पर निम्नलिखित विशिष्टियां भी स्पष्टतः चिह्नित की जाएंगी :—

(क) पैकर का नाम

(ख) शुद्ध भार

(ग) पैक करने की तारीख

(घ) पैक करने का स्थान

(ङ) पैक करने वाले केन्द्र का नाम और

(च) कोई अन्य विशिष्टियां जो विपणन सलाहकार समय समय पर विनिर्दिष्ट करें ।

(3) प्राधिकृत पैकर, कृषि विपणन सलाहकार से पूर्व अनुमोदन अभिप्राप्त करने के पश्चात्, किसी आधान पर अपना निजी व्यापार चिह्न उक्त पदाधिकारी द्वारा अनुमोदित रीति से अंकित कर सकेगा परन्तु यह तब जबकि निजी व्यापार चिह्न इन नियमों के अनुसार आधान पर चिपकाए गए श्रेणी अभिधान चिह्न द्वारा साल बीजों की उपदर्शित क्वालिटी या श्रेणी से भिन्न क्वालिटी या श्रेणी उपदर्शित न करता हो।

7. पैक करने की पद्धति :—(1) साल बीज और दाने जूट के बोरे में या ऐसे अन्य प्रकार के और ऐसी धारिताओं वाले पैकेजों में और ऐसी रीति में पैक किए जाएंगे, जो भारत सरकार का कृषि विपणन सलाहकार अनुमोदित करे।

(2) पैकिंग सामग्री स्वच्छ, शुष्क श्रेणी और फफूंदी, कीट आक्रमण तथा दुर्गन्ध से मुक्त होगी।

(3) प्रत्येक पैकेज में केवल एक ही श्रेणी अभिधान के साल बीज और दाने होंगे।

(4) प्रत्येक पैकेज कृषि विपणन सलाहकार द्वारा विहित रीति से सुरक्षित रूप से बन्द और सील बन्द किया जाएगा।

8. प्राधिकरण प्रमाणपत्र की विशेष शर्तें : साधारण श्रेणीकरण और चिह्नांकन नियम, 1937 के नियम 4 में विनिर्दिष्ट शर्तों के अतिरिक्त, पैकर कृषि विपणन सलाहकार के समाधान प्रद रूप में निम्नलिखित विशेष शर्तों का पालन करेंगे, अर्थात्:—

(1) प्राधिकृत पैकर, साल बीज या दानों के परीक्षण के लिए ऐसी व्यवस्था करेगा, जो कृषि विपणन सलाहकार, साधारण या विशेष अनुदेशों द्वारा समय समय पर विनिर्दिष्ट करे।

(2) प्राधिकृत पैकर, कृषि विपणन सलाहकार द्वारा इस निमित्त सम्यक रूप से प्राधिकृत निरीक्षण अधिकारियों को ऐसी सुविधाएं देगा जो इन नियमों के अधीन उनके कर्तव्यों के निर्वहन के लिए आवश्यक हैं।

अनुसूची 1

(नियम 3 और 4 देखिए)

साल बीज (शोरिया रोबस्टा) का श्रेणी अभिधान और क्वालिटी की परिभाषा

श्रेणी अभिधान	क्वालिटी की परिभाषा							साधारण लक्षण
	विशेष लक्षण							
	आकार लम्बाई मि०मी० में (न्यूनतम)	मोटाई मि०मी० में (न्यूनतम)	विजातीय पदार्थ भार के अनुसार प्रतिशत (अधिकतम)	अपरिपक्व और झुर्रीदार बीज, भार के अनुसार प्रतिशत (अधिकतम)	क्षतिग्रस्त और घुन लगे हुए और टूटे हुए बीज भार के अनुसार (अधिकतम)	विभक्त और टूटे हुए बीज भार के अनुसार प्रतिशत (अधिकतम)	आर्द्रता भार के अनुसार (प्रतिशत) (अधिकतम)	
1	2	3	4	5	6	7	8	9
1	16.0	12.0	1.0	1.0	0.5	10.0	10.0	साल बीज :
2	14.0	10.0	3.0	2.0	1.0	15.0	10.0	(1) शोरिया रोबस्टा गार्डर्टन, परिवार डिप्टेरोकार्पेसी के सुखाए गए पके बीज होंगे।
3	9.0	6.0	4.0	4.0	2.0	25.0	10.0	(2) स्वास्थ्यप्रद होंगे, फफूंदी, घुन, दुर्गंध, हानिकर पदार्थों और अन्य सभी अशुद्धताओं से सिवाय उस सीमा तक जो अनुसूची में उपदर्शित हैं, मुक्त होंगे,
								(3) साइज, आकार और रंग में एक समान होंगे।

परिभाषा : विजातीय पदार्थ : इसके अन्तर्गत धूल, कंकड़, मिट्टी के पिंड, पत्तियां और अन्य खाद्य और अखाद्य बीज भी होंगे।

अपरिपक्व और झुर्रीदार बीज : ऐसे बीज होंगे जो समुचित रूप से विकसित नहीं हैं और या सिकुड़े हुए हैं।

क्षतिग्रस्त और घुन लगे हुए बीज : ऐसे बीज होंगे जो फफूंदी के कारण यांत्रिक रूप से क्षतिग्रस्त हो गए हैं या जो आंतरिक रूप से इस प्रकार अपक्षयित हो गए हैं कि जिससे सारतः क्वालिटी पर प्रभाव पड़ता है। घुने हुए बीज वे बीज होंगे जिनमें अंशतः या पूर्णतः घुन या अन्य कीड़ों द्वारा छेद कर दिए गए हैं या जिन्हें खा लिया गया है।

विभक्त और टूटे हुए बीज : वे बीज होंगे जो लंबाई में दो भागों में विभक्त हैं।

टूटे हुए बीज वे बीज होंगे जो विभक्त बीजों से छोटे हैं।

अनुसूची 2

(नियम 3 और 4 देखिए)

साल बीज के बीजों के श्रेणी अभिधान और क्वालिटी की परिभाषा

श्रेणी अभिधान	क्वालिटी की परिभाषा				साधारण लक्षण
	विजातीय पदार्थ भार के अनुसार प्रतिशत अधिकतम	अपरिपक्व झुर्रीदार भार के अनुसार प्रतिशत (अधिकतम)	क्षतिग्रस्त घुन लगे हुए दाने, भार के अनुसार प्रतिशत (अधिकतम)	आर्द्रता भार के अनुसार प्रतिशत (अधिकतम)	
1	2	3	4	5	6
1	0.5	2.0	1.0	7.0	साल बीज :
2	1.0	4.0	2.0	7.0	(1) शोरिया रोबस्था गार्डर्टन, परिवार डिप्टेरोकार्पेसी के सुखाए गए पके बीज होंगे
					(2) स्वास्थ्यप्रद होंगे, फफूंदी, घुन, दुर्गन्ध, हानिकर पदार्थों और अन्य सभी अशुद्धताओं से सिवाय उस सीमा तक जो अनुसूची में उपदर्शित हैं, मुक्त होंगे।
					(3) साइज, आकार और रंग में एक समान होंगे।

परिभाषा :—विजातीय पदार्थ : इसके अन्तर्गत धूल, कंकड़, मिट्टी के पिण्ड, पत्तियां, बीज के छिलके, कोई अन्य खाद्य या अखाद्य बीज/दाने भी होंगे।

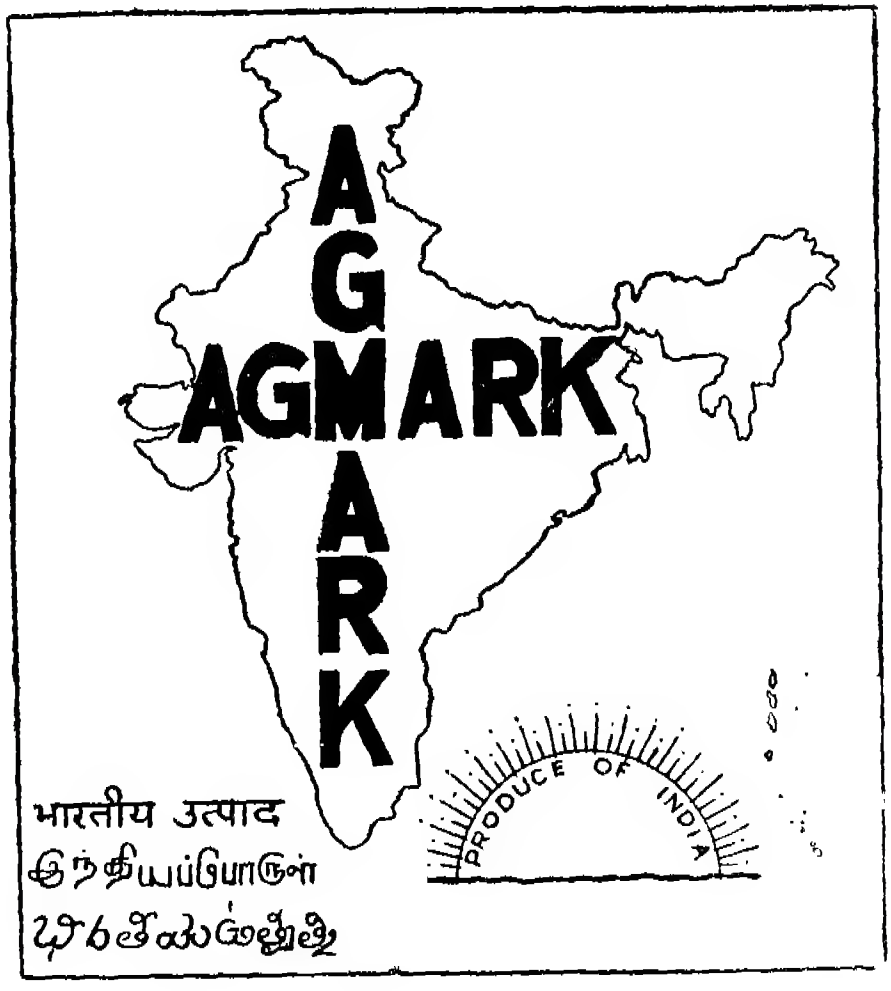
अपरिपक्व और झुर्रीदार दाने :—वे दाने होंगे जो समुचित रूप से विकसित नहीं हैं और या सिकुड़े हुए हैं।

क्षतिग्रस्त घुन लगे हुए दाने :—वे हैं जो यांत्रिक रूप से या फफूंदी/कीड़ों के कारण क्षतिग्रस्त हैं या जो आंतरिक रूप से इस प्रकार अपक्षयित हो गए हैं कि जिससे भागतः क्वालिटी पर प्रभाव पड़ता है, घुने हुए दाने वे दाने होंगे जिनमें अंशतः या पूर्णतः घुन या अन्य कीड़ों द्वारा छेद कर दिए गए हैं या जिन्हें खा लिया गया है।

अनुसूची 4

(नियम 5 देखिए)

श्रेणी अभिधान चिह्न



[सं० एफ० 10-8/80-ए०एम०]

गंधर्व सिंह, अवर सचिव

S.O. 1952.—The following draft of the Sal Seed Grading and Marking Rules, 1981 which the Central Government proposes to make in exercise of the powers conferred by Section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is published as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft shall be taken into consideration after the expiry of forty-five days from the date of publication of this notification in the Official Gazette.

Any objection or suggestions which may be received from any person with respect to the said draft before the expiry of the period so specified, shall be considered by the Central Government.

DRAFT RULES

1. Short title and application.—(1) These rules may be called the Sal Seed Grading and Marking Rules, 1981.

(2) They shall apply to Sal Seed (Seed and Kernel) produced in India.

2. Definition.—In these rules, unless the context otherwise requires,—

(1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India;

(2) "Schedule" means a Schedule appended to these rules;

(3) "Authorised packer" means a person or a body of persons who has been granted a certificate of authorisation by the Agricultural Marketing Adviser for getting the commodity graded and Agmarked in accordance with the grade standards and procedure prescribed under the rules;

(4) "Certificate" means Certificate of Authorisation.

3. Grade designations.—The grade designation to indicate the quality of the Sal Seed and Kernel shall be as set out in column 1 of Schedule I and II.

4. Definition of quality.—The quality indicated by the grade designations shall be as set out against each grade designation in columns 2 to 9 of Schedule I and columns 2 to 6 of Schedule II.

5. Grade Designation Mark.—The grade designation mark shall consist of a label specifying the grade designation and bearing a design consisting of outline map of India, with the word AGMARK and figure of the rising Sun with the words "Produce of India" and "भारतीय उत्पाद" resembling the mark as set out in Schedule III.

6. Method of Marking.—(1) The grade designation mark shall be securely affixed to each package in a manner approved by the Agricultural Marketing Adviser.

(2) In addition to the grade designation, the following particulars shall also be clearly marked on the label :—

(a) Name of the packer.

(b) Net weight.

(c) Date of packing.

(d) Place of packing.

(e) Name of the packing station, and

(f) Any other particulars as may be specified by the Agricultural Marketing Adviser from time to time.

(3) The authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container in a manner approved by the said officer, provided that the private trade mark does not represent a quality or grade of Sal Seed different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

7. Method of Packing.—(1) Sal Seed and kernels shall be packed in jute bag or in such other type of packages and of capacities and in such manner as may be approved by the Agricultural Marketing Adviser to the Government of India.

(2) Packing material shall be clean, dry, free from fungus and insect attack and obnaxious smell.

(3) Each package shall contain Sal Seed or Kernel of the same grade designation only.

(4) Each package shall be securely closed and sealed in the manner prescribed by the Agricultural Marketing Adviser.

8. Special conditions of certificate of authorisation.—In addition to the conditions specified in the rule 4 of the General Grading and Marking Rules, 1937, the following special conditions shall be observed by the packers to the satisfaction of the Agricultural Marketing Adviser,

(1) An authorised packer shall make such arrangements for testing Sal seed or kernel, as the Agricultural Marketing Adviser may specify by general or special order from time to time.

(2) An authorised packer shall provide such facilities to the inspecting officers, duly authorised by the Agricultural Marketing Adviser in this behalf as may be necessary for them to discharge their duties under these rules.

SCHEDULE I

(See rules 3 and 4)

Grade, designations and definition of the quality of Sal seed (Shorea robusta)

Grade designation	*Definition of quality* — Special Characteristics							*General characteristics*
	Size length in mm. (Minimum)	Thickness in mm. (Minimum)	Foreign matter, percent by weight (Maximum)	Immature and shrivelled seed, percent by weight (Maximum)	Damaged and weevilled seed, percent by weight (Maximum)	Split and broken seed, percent by weight (Maximum)	Moisture, percent by weight (Maximum)	
1	2	3	4	5	6	7	8	9
I	16.0	12.0	1.0	1.0	0.5	10.0	10.0	Sal seed shall : (1) be the dried ripe seed of Shorea robusta Gaertn, family Dipterocarpaceae. (2) be wholesome, free from moulds, weevils, obnoxious smell, deleterious substances and all other impurities except to the extent indicated in the schedule. (3) have uniform size, shape and colour.
II	14.0	10.0	3.0	2.0	1.0	15.0	10.0	
III	9.0	6.0	4.0	4.0	2.0	25.0	10.0	

Definition : Foreign matter : Shall include dust, stones, lumps of earth, leaves, any other edible or non-edible seed
Immature and Shrivelled seed : Shall be the seeds which are not properly developed and/or shrunken.

Damaged and Weevilled : Shall be the seeds which are damaged mechanically by mould or those showing internal discolouration of seeds, materially affecting the quality. Weevilled seeds shall be those seeds which are partially or wholly bored or eaten by weevils or other insects.

Split and broken seeds : Shall be the seeds which are broken in two parts length-wise. Broken seeds shall be those seeds which are smaller than split.

SCHEDULE II

(See rules 3 and 4)

Grade designations and definition of the quality of Sal seed Kernels

Grade designation	Definition of quality				General Characteristics
	Special Characteristics				
	Foreign matter, percent by weight maximum	Immature/ shrivelled kernels, percent by weight maximum	Damaged, weevilled kernels, percent by weight maximum	Moisture, percent by weight (Maximum)	
1	2	3	4	5	6
I	0.5	2.0	1.0	7.0	Sal kernels shall : (1) be the kernels obtained from the dried, ripe, seeds of Shorea robusta Gaertn, Family Dipterocarpaceae. (2) be reasonably dried, wholesome, free from visible moulds weevils, obnoxious smell, deleterious substances and all other impurities except to the extent indicated in the schedule. (3) have uniform shape, size colour.
II	1.0	4.0	2.0	7.0	

Definition :

Foreign matter : Shall include dust, stones, lumps of earth, leaves, out shell of seed, any other edible or non-edible seed/kernels,

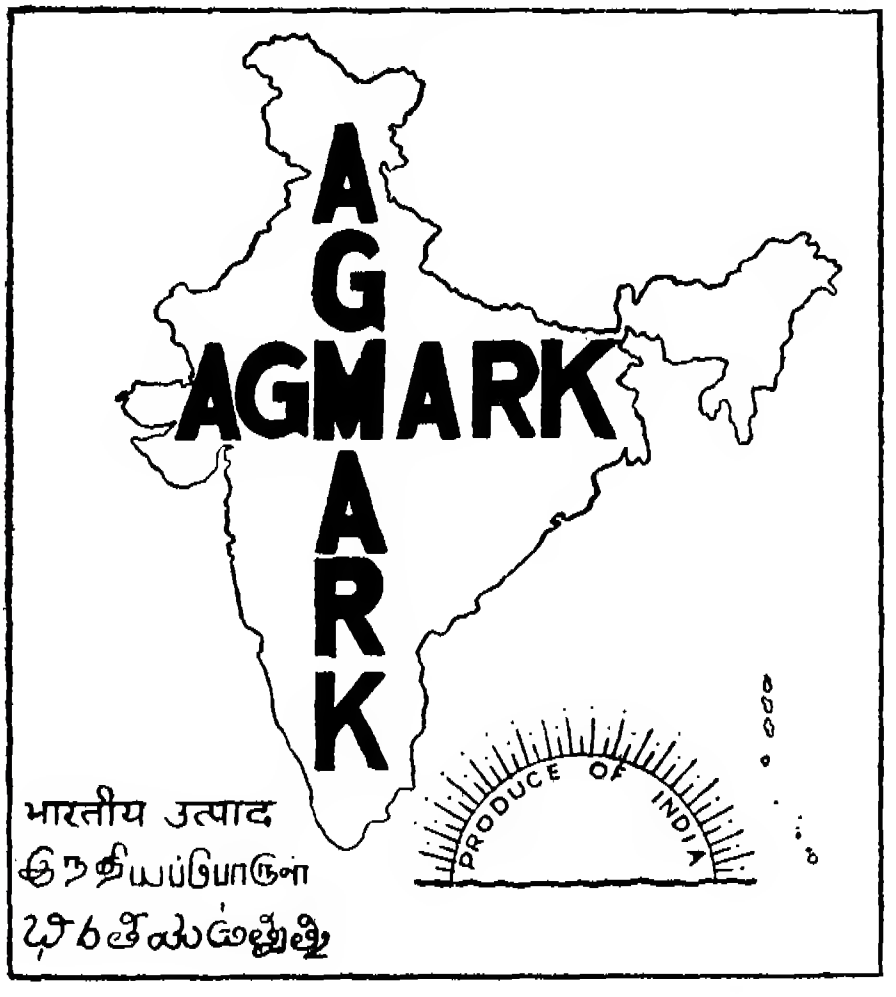
Immature and Shrivelled kernels : Shall be the kernels which are not properly developed and/or shrunken.

Damaged weevilled kernels : Are those which are damaged mechanically or by mould/insects or those showing internal discolouration materially affecting the quality. Weevilled kernels shall be those kernels which are partially or wholly bored or eaten by weevils or other insects.

SCHEDULE III

(See rule 5)

Grade designation mark



[No. T. 10-8/80-AM]

GANDHARV SINGH, Under Secy.

भारतीय पुरातत्व सर्वेक्षण

(संस्कृति विभाग)

नई दिल्ली, 30 जून, 1981

(पुरातत्व)

का०आ० 1953.—केन्द्रीय सरकार की यह राय है कि इससे संलग्न अनुसूची में विनिर्दिष्ट पुरातत्वीय स्थल राष्ट्रीकृत महत्व का है ;

अतः केन्द्रीय सरकार प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त पुरातत्वीय स्थल को राष्ट्रीय महत्व का घोषित करने के अपने आशय की सूचना देती है।

इस अधिसूचना के जारी किए जाने के पश्चात् दो मास के भीतर उक्त पुरातत्वीय स्थल से हितबद्ध किसी भी व्यक्ति द्वारा किए गए आक्षेप पर केन्द्रीय सरकार विचार करेगी।

अनुसूची

राज्य	जिला	तहसील	अवस्थान	स्थल का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले राजस्व प्लाट संख्या	क्षेत्र
1	2	3	4	5	6	7
उड़ीसा	कालाहाडी	नरेला	अमुरगढ़	अमुरगढ़ किले का प्राचीन स्थल, जो सर्वेक्षण प्लाट संख्यांक 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, और 210/511 में अन्तर्विष्ट है।	सर्वेक्षण प्लाट संख्यांक 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, और 210/511	41.22 एकड़

सीमाएं	स्वामित्व	टिप्पणी
8	9	10
उत्तर : सर्वेक्षण प्लाट संख्यांक 206, 203, 201 और 276 पूर्व : सर्वेक्षण प्लाट संख्यांक 276 दक्षिण : सर्वेक्षण प्लाट संख्यांक 519, 270 और 269 पश्चिम : सर्वेक्षण प्लाट संख्यांक 260, 256, 257, 520 और 205	सर्वेक्षण प्लाट संख्यांक 207, 212, 231, 229 233 और 254 सरकार के स्वामित्व में हैं और शेष प्लाट संख्यांक प्राइवेट स्वामित्व में हैं।	

[सं० 2/8/73-एम०]

डा० श्रीमती देबला मित्र, महानिदेशक

और पदेन संयुक्त सचिव

भारतीय पुरातत्व सर्वेक्षण

ARCHAEOLOGICAL SURVEY OF INDIA

(Department of Culture)

New Delhi, the 30th June, 1981

(ARCHAEOLOGY)

S.O. 1953.—Whereas the Central Government is of opinion that the Archaeological site specified in the Schedule attached hereto is of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said archaeological site to be of national importance.

Any objection made within two months after the issue of this notification by any person interested in the main archaeological site will be considered by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of Site	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Orissa	Kalahandi	Narla	Asurgarh	Ancient site of Asurgarh fort comprised in Survey Plot Nos. 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255 and 210/511	Survey Plot Nos. 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 276, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 210/511	41.22 acres	North.—Survey plot Nos. 206, 203, 201 and 276 East—Survey plot No. 276 South.—Survey plot Nos. 519, 270 and 269 West.—Survey plot Nos. 260, 256, 257, 520 and 205	Survey plot Nos. 207, 212, 213, 219, 223 and 354 are Government owned and remaining plot numbers are under private ownership	

[No. 2/8/73-M]

(Mrs.) D. MITRA, Director-General and Ex-Officio Jt. Secy. Archaeological Survey of India

दिल्ली विकास प्राधिकरण

नई दिल्ली, 18 जुलाई, 1981

सार्वजनिक सूचना

का०आ० 1954—केन्द्रीय सरकार दिल्ली मुख्य योजना में निम्नलिखित संशोधन करने पर विचार कर रही है एतद्द्वारा जिन्हें सार्वजनिक सूचना हेतु प्रकाशित किया जाता है। यदि किसी व्यक्ति को इन प्रस्तावित संशोधनों के संबन्ध में कोई सुझाव या आपत्ति देनी हो तो वे अपने विचार सचिव, दिल्ली विकास प्राधिकरण, विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली को इस सूचना के जारी होने के 30 दिन के भीतर लिखित रूप में भेज दें। आपत्ति या सुझाव लिखने वाले व्यक्ति अपना नाम व पूरा पता लिखें :—

संशोधन :

"38 हैक्टे० (94 एकड़) माप के भूखण्ड, जो प्रस्तावित भीतरी रिंग रोड के उत्तर में स्थित है और दिल्ली मुख्य योजना के क्षेत्र डी-12 डी-13 एवं डी-14 में पड़ता है और पूर्व में 36.6 मी० (120 फुट) चौड़े सफदरजंग मार्ग, उत्तर में 36.6 मी० (120 फुट) चौड़े क्लब मार्ग (कमाल अतातुर्क मार्ग), पश्चिम में 45.7 मी० (150 फुट) चौड़े रेसकोर्स मार्ग और दक्षिण में प्रस्तावित 45.7 मी० (150 फुट) चौड़े भीतरी रिंग रोड से घिरा है, का भूमि उपयोग "सार्वजनिक एवं अर्द्ध सार्वजनिक सुविधाएं" (अनुसंधान संस्थान 17 हैक्टे०, 42 एकड़) और "मनोरंजनात्मक" (खुले सार्वजनिक मनोरंजनात्मक जिला पार्क, खेल के मैदान खुले स्थान—21 हैक्टे०, 52 एकड़), से बदल कर 370.5 व्यक्ति प्रति हैक्टे० (150 व्यक्ति प्रति एकड़), 75 एफ०ए०आर० और 25 प्रतिशत भू-पटाव सहित 24.29 हैक्टे० (60 एकड़) "आवासीय" एफ० 75 एफ०ए०आर० और 25 प्रतिशत भू-पटाव सहित 13.77 हैक्टे० (34 एकड़) "व्यावसायिक उपयोग" किया जाता है।"

2. उक्त प्रस्तावित संशोधनों को दर्शाने वाला चित्र प्राधिकरण के कार्यालय, 19वीं मंजिल, विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली में उपर्युक्त अवधि तक शनिवार को छोड़कर शेष सभी कार्यालय दिवसों को निरीक्षण हेतु उपलब्ध होगा।

[सं० एफ. 3(20)/72-एम०पी०]

नाथू राम, सचिव

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 18th July, 1981

PUBLIC NOTICE

S.O. 1954.—The following modification which the Central Government proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modifications may send the objection or suggestion in writing to the Secretary, Delhi Development Authority Vikas Minar, Indraprastha Estate, New Delhi, within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address.

MODIFICATIONS

"The land use of an area, measuring 38 Ha. (94 acres), located in the north of proposed Inner Ring Road, falling in Zones D-12, D-13 and D-14 of Delhi Master Plan and bounded by 36.6 Mts. (120 ft.) wide Safdarjung Road on the east, 36.6 Mts. (120 ft.) wide Club Road (Kamal Atatrak Marg) on the north, 45.7 Mts. (150 ft.) wide Race Course Road on the west and proposed 45.7 Mts. (150 ft.) wide Inner Ring Road on the south, is proposed to be changed from "public and semi-public facilities" (educational and research institutions—17

Ha., 42 acres) and "recreational" (semi-public recreational district parks, playgrounds open spaces—21 Ha., 52 acres) to 'residential use' 24.29 Ha. (60 acres) with 370.5 PPHa (150 PPAc), 75 FAR and 25 per cent ground coverage and 'Governmental use' 13.77 Ha. (34 acres) with 75 FAR and 25 per cent ground coverage."

2. The plan indicating the proposed modifications will be available for inspection at the office of the Authority, 19th Floor, Vikas Minar, Indraprastha Estate, New Delhi, on all working days except Saturday, within the period referred to above.

[No. F. 3(20)/72-MP]

NATHU RAM, Secy.

पूर्ति और पुनर्वास मन्त्रालय

(पुनर्वास विभाग)

नई दिल्ली, 20 जून 1981

का०आ० 1955—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा पंजाब सरकार के फिरोजपुर डिवीजन, फिरोजपुर के अपर आयुक्त को उनके फिरोजपुर डिवीजन, फिरोजपुर के अपर आयुक्त के कार्यों के अतिरिक्त, पंजाब राज्य में स्थित मुआवजा पूल की भूमि तथा संपत्तियों के संबंध में, उक्त अधिनियम द्वारा तथा उसके अधीन बंदोबस्त आयुक्त को सौंपे गए कार्यों का निष्पादन करने के लिए बंदोबस्त आयुक्त के रूप में नियुक्त करती है।

[सं० 1(10)विशेष सैल/81-एस०एस०-II(क)]

MINISTRY OF SUPPLY AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 20th June, 1981

S.O. 1955.—In exercise of the powers conferred by Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints the Additional Commissioner, Ferozepur Division, Ferozepur, Government of Punjab, as Settlement Commissioner for the purpose of performing, in addition to his own duties as Additional Commissioner Ferozepur Division, Ferozepur, the functions assigned to a Settlement Commissioner by or under the said Act, in respect of the Land and properties forming part of the Compensation Pool within the State of Punjab.

[No. 1(10)Spl. Cell.|81-SS II.(A)]

नई दिल्ली, 24 जून 1981

का०आ० 1956—निष्क्रांत सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा पुनर्वास विभाग के अनुभाग अधिकारी श्री डी०सी० वर्मा को, महाराष्ट्र राज्य के संबंध में, उक्त अधिनियम के द्वारा तथा उसके अधीन अभिरक्षक, निष्क्रांत सम्पत्ति को सौंपे गए कार्यों का निष्पादन करने के लिए, अपर अभिरक्षक, निष्क्रांत सम्पत्ति के रूप में नियुक्त करती है।

[सं० 16(55)/78-एम०एस०-2)]

एन०एम० वाधवानी, अवर सचिव

New Delhi, the 24th June, 1981

S.O. 1956.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Shri D. C. VERMA, Section Officer, in the Department of Rehabilitation, as Additional Custodian of Evacuee Property for the State of Maharashtra, for the purpose of discharging the duties imposed on the Custodian of Evacuee Property, by or under the said Act.

[No. 16(65)/78-SS II]

N. M. WADHWANI, Under Secy.

नई दिल्ली, 20 जून 1981

का०आ० 1957—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य बंदोबस्त आयुक्त इसके द्वारा पंजाब सरकार के फिरोजपुर डिवीजन, फिरोजपुर के अपर आयुक्त को, जिन्हें इस विभाग की अधिसूचना सं० 1(10)/वि०सै०/81-एस०एस० II(क) दिनांक 20 जून, 1981 द्वारा बंदोबस्त आयुक्त के रूप में नियुक्त किया गया है, अपनी निम्नलिखित शक्तियां सौंपते हैं।

(i) उक्त अधिनियम की धारा 23 के अधीन अपील सुनने की शक्तियां।

(ii) उक्त अधिनियम की धारा 24 के अधीन पुनरीक्षण अपील सुनने की शक्तियां।

[सं० 1(10)/वि०सै०/81-एसएस 2(बी)]

गोबिन्द जी० मिश्र, मुख्य बंदोबस्त आयुक्त

New Delhi, the 20th June, 1981

S.O. 1957.—In exercise of the powers conferred by Sub-Section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Chief Settlement Commissioner hereby delegates to the Additional Commissioner, Ferozepur Division, Ferozepur, Government of Punjab, appointed as Settlement Commissioner vide this Department's Notification No. 1(10)/Spl. Cell/81-SS.II.(A) dated the 20th June, 1981, his following powers :—

(i) Powers to hear appeals under Section 23 of the said Act.

(ii) Powers to hear revisions under Section 24 of the said Act.

[No 1(10)/Spl. Cell/81-SS. II (B)]

G. J. MISRA, Chief Settlement Commissioner.

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 7 जुलाई, 1981

का०आ० 1958—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने तलेगांव दाभाड़े टेलीफोन केन्द्र में दिनांक 16-8-81 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-7/81-पीएचबी]

आर०सी० कटारिया, सहायक महानिदेशक (पी०एच०बी०)

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 7th July, 1981

S.O. 1958.—In pursuance of para(a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by, S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16th August 1981 as the date on which the Measured Rate System will be introduced in Telegaon Dabhade Telephone Exchange Pune District.

[No. 5-7/81-PHB]

R. C. KATRIA, Asst. Director General (PHB)

MINISTRY OF LABOUR

New Delhi, the 27th June, 1981

S.O. 1959.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on the 23-6-81.

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, MADRAS.

(Constituted by the Government of India)

Saturday, the 6th day of June, 1981.

INDUSTRIAL DISPUTE NO. 65 OF 1980

(In the matter of the dispute for adjudication under Section 10(1) (d) of the Industrial Disputes Act, 1947 between the workmen and the Management of State Bank of Travancore, Trivandrum.)

BETWEEN

The workmen represented by
Thiru A. Sreenivasan,
Assistant Secretary,
State Bank of Travancore Employees' Union,
C/o State Bank of Travancore, Broadway, Ernakulam, Cochin.

AND

The Managing Director,
State Bank of Travancore,
Head Office, Trivandrum.

REFERENCE:—

Order No.L—12012 (83)/80-D.II.A, dated 10th September, 1980 of the Ministry of Labour, Government of India.

***

This dispute coming on for final hearing on Wednesday, the 8th day of April, 1981 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Chandru for Thiruvalargal Row and Reddy and K. Chandru, Advocates for the Union and of Thiru S. Justin Sam for Thiruvalargal Devadason and Sagar and S. Justus Sam, Advocates for the Management and this dispute having stood over till this day for consideratio this Tribunal made the following.

A W A R D

This is an Industrial Dispute between the workmen and the Management of State Bank of Travancore, Head Office, Trivandrum referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in Order No.L-12012(83)/80-D.II.A, dated 10th September, 1980 of the Ministry of Labour, Government of India, in recpect of the following issue.

"Whether the action of the management of State Bank of Travancore, Head Office, Trivandrum-695001 in terminating the services of Shri N. Sasidharan, Watchman with effect from 23-10-79 is justified ? If not, to what relief is the workman concerned entitled?"

2. Facts leading upto this dispute are as follows. The Management is State Bank of Travancore, Head Office, Trivandrum, Kerala State. The issue referred to this Tribunal for adjudication by the Government of India relates to the action of the management in terminating the services of Thiru N. Sasidharan, Watchman with effect from 23-10-1979. The claim statement before this Tribunal has been filed by the aforesaid workman Thiru N. Sasidharan. Thiru N. Sasidharan is an ex-serviceman having served the Indian army for more than 18 years. During his service he had won several medals to his credit. As far as his educational qualification is concerned he has passed S.S.L.C. After his discharge from the army, he had registered himself in the Employment Exchange in his District. While so the Management, vis., State Bank of Travancore offered the post of Watchman temporarily in their Quilon Main Branch on 14-6-1978. Eventually, his services were terminated on 23-10-1979 Ex. W-2 to W-14 are orders appointing the workman for different periods from 14-6-1978. While he was in the temporary employment the Management called for applications the post of watchman. The workman Thiru N. Sasidharan applied or the same. Ex.W-16 is the letter from the Head Office of the Bank to the workman calling for bio-data of the workman. On 10-6-1979, he was appointed as a watchman-vide Ex.W-17. As per Ex.W-17. he was appointed as watchman for a specific period ending 23-10-1979. The Management did not extend the service of the workman beyond 23-10-1979. The workman made several attempts with the Management to reinstate him but did not succeed. The workman was constrained to raise an industrial dispute. Although the Conciliation Officer attempted to settle the dispute he did not succeed and hence submitted the conciliation failure report Ex.W-20.

3. In paragraph (3) of the counter statement, the Management has admitted that the workman's service was terminated on 23-10-1979 but the Management has to terminate the service because as per the rules and regulations applicable to the employment of watchmen the appointment was invalid and irregular and as such void. According to the rules binding on the bank, only such of those people who had not passed the S.S.L.C. examination will be employed as a watchman. Therefore when it was found that when the workman has passed the S.S.L.C. he stood disqualified for appointment and therefore his services were terminated immediately. Thus, it can be seen that in the present case, the workman has been denied employment on the ground that he was over qualified (viz., that he has passed S.S.L.C.) to be a watchman of the Management. When the workman joined the service of the Management-Bank in June, 1978 he had produced the certificate of discharge issued to him from the Army Ex.W-1 which contains details of the various qualifications possessed by the workman. Serial No.9(a) of Ex.W-1 shows that his highest education in Civil is S.S.L.C. Ex.W-1 is letter addressed by the Manager, Quilon Branch Bank to the Managing Director, State Bank of Travancore, Head Office, Trivandrum with regard to the appointment of temporary watchman. It is dated 30-6-1978. In Ex.M-1, the Manager refers to the temporary appointment of workman as watchman requests confirmation of his appointment. The Manager has also furnished particulars relating to Thiru N. Sasidharan in paragraph (2) of Ex.N-1. These date had been gathered by the Branch Manager from the discharge certificate produced by the workman Ex.W-1. It must be noted that in paragraph 2(7) of Ex.N-1 dealing with qualification, the workman is described as S.S.L.C. but is added "Studied" But in the discharge certificate Ex.-W1 there is no indication that he had studied only upto S.S.L.C. Ex.W-19 is the record note of discussion held before the Assistant Labour Commissioner (Central), Ernakulam during conciliation proceedings held

on 7-1-1980. It will be noted that only for the first time before the Conciliation Officer on 7-1-1980 it was represented by the Management that the workman is ineligible for appointment to the subordinate cadre because he passed S.S.L.C. Ex-M-2 is the communication from the Manager, Quilon Branch Bank to the Managing Director, State Bank of Travancore, Head Office Trivandrum on 15th January, 1980. Thus it is clear that only, after conciliation ended before the Assistant Commissioner of Labour, Ex.-M-2 has come into existence and therefore great reliance cannot be placed on the communication found in Ex. M-2. On these materials it has to be seen whether the action of the Management in terminating the services of the workman on the ground of over qualification is justified.

(4) In paragraph (5) of the claim statement the workman has furnished a table setting out the number of days and dates on which he worked under the Management. The Management does not challenge these details. On the other hand, in paragraph (4) of the counter statement, it is only stated that the facts stated in paragraph (5) of the claim statement are not relevant. From the undisputed data given in paragraph (5) of the claim statement it can be noted that the workman was allowed to work for more than two years commencing from 14-6-1978 ending with 23-10-1979. It can also be held that during the 12 months prior to his termination on 23-10-79 the workman has put in continuous service of one year. Therefore he would be entitled to the benefits conferred under Section 25-F of the Industrial Disputes Act, 1947. No doubt there were breaks in his service starting from 28-10 1978 to 23-10-1979, but in as much as this interruption of service is not due to any fault on the part of the workman, then under Section 25B(1) the entire period of the workman must be reckoned to be one of continuous service for the purpose of Section 25B of the Industrial Disputes Act, 1947. Further more, by virtue of paragraph 522 (4) of the Sastry Award the workman, an employee of the Bank is entitled to have 40 days notice or wages in lieu of notice before termination. Since wages are not offered, the notice period can be taken into account in calculating the 240 days. In which case also the actual physical working days would be 232 plus 14 making it 246 days of actual working. In 1970-II-L.L.J. Page 306 (Ramakrishna Ramnath vs. Presiding Officer, Nagpur), the Supreme Court has pointed out that the workman need not prove that he has worked 240 days in each year of service but should prove that in the year preceding the date of closure he had actually worked for 240 days as required under Section 25B of the Industrial Disputes Act, 1947.

(5) Learned counsel for the workman Thiru Chandra also contends that the termination of the Petitioner is retrenchment within the meaning of Section 2 (oo) of the Industrial Disputes Act and therefore the Management ought to have followed the mandatory conditions precedent prescribed under Section 25-G of the Industrial Dispute Act, failing which the termination must be held to be void and inoperative. Support for this position is sought to be had from the latest decision of the Supreme Court reported in 1980-II-L.L.J. Page 72 (Santosh Gupta vs. State Bank of India). On the other hand, learned counsel for the Management submitted that there was no termination by the Management because the order issued to the workman under Ex. W-17 has worked out by the end of 23-10-1979 and therefore there was no volition on the part of the Management to terminate his services. I am unable to accept this position, because several decisions have held that even such cases it would amount to a termination in law. The latest decision of the Supreme Court already referred to has also pointed out that the expression "retrenchment" could not be given a narrow interpretation only. That apart, I may only advert to the unequivocal stand taken up by the Management in paragraph (3) of the counter statement filed by the Management on 23-1-1981, wherein the Management has stated as follows: "It is also true that on 23-10-1979 the Petitioner's service was terminated, because it was found that as per the rules and regulations applicable to employment of watchmen, the appointment was invalid and irregular and as such void.....When it was found that the petitioner has passed the S.S.L.C. he stood disqualified for appointment and therefore his services were terminated immediately." In the face of the specific stand of the Management there is no scope to contend that there was no retrenchment as such of the workman concerned. In the light of the decision of the Supreme Court, the termination of the workman must be held to be void and inoperative.

(6) I shall now also advert to the plea whether it is open to the Management to contend now that the workman was over qulified, namely that he had passed S.S.L.C. to be a regular watchman under the Management. I had earlier pointed out how this plea in such specific form was advanced by the Management only on 7-1-1970 vide Ex. W-19. It is not the case of the Management at any stage that the Management was induced to appoint the workman on any false representation made by him with regard to his qualification. As a matter of fact, the service certificate of the workman which has submitted by the workman at the time of his entry into service unmistakably mentions the highest civil education held by the workman was S.S.L.C. There is nothing to suggest in Ex. W-1 that the holder has only studied upto S.S.L.C. Ex. W-1 is dated 27-1-1978. Ex. M-1 is a report made by the Manager, Quilon Branch to the Managing Director, State Bank of Travancore, Head Office, Trivandrum on 20-6-1978. The bio-data relating to the workman is furnished in paragraph (2) of Ex. M-1. The first document relates to Discharge Certificate, copy of which is marked as Ex. W-1. It is only from Ex. W-1 the qualification of the workman is extracted in Ex. M-1. However, the Manager in Ex. M-1 adds to the qualification S.S.L.C. of the workman "Studied" but there is not warrant in certificate of discharge Ex. W-1 submitted by the workman togather the impression that the workman had studied upto S.S.L.C. But the fact remains that even if a person has passed S.S.L.C. still it can also be considered to be studied upto S.S.L.C. while the converse may not be true. In Ex. M-1, the Manager calls for confirmation of the appointment of the workman. The case of the Management is that the workman was appointed as a watchman on the basis that he has studied upto S.S.L.C. but not passed. At this juncture, I must also point out that the Management has not placed any rules binding on the Management that only such of those people who had not passed the S.S.L.C. examination will be eligible to be employed as watchman in the Management Bank. In sub-paragraph (2), paragraph (3) of the counter statement, it is stated that when it was discovered that the workman had passed the S.S.L.C. immediately his service was dispensed with and no further appointment was granted to him. As a matter of fact, no such order has been passed apart from the last order issued by the Management under Ex. W-17. It is only on 7-1-1980 under Ex. W-19 the Management came forward with this plea that because workman was over qualified he could not be continued in the employment under the Management as a watchman. It should also be remembered that apart from the original of Ex. W-1, certificate of discharge produced by the workman, the Management has no other independent material to come to the conclusion that the workman had studied upto S.S.L.C. In the circumstances, learned counsel for the workman Thiru Chandra would submit that the Management is estopped on the ground of principle of equitable estoppel from putting forth such a contention because the certificate of discharge under the original of Ex. W-1 had been furnished

by the workman even prior to his appointment on 14-6-1978 and therefore the Management did not rake up this question of over qualification until on 7-1-1980 under Ex. W-19 during the conciliation proceedings. Support for this position is sought to be had from the decision of our High Court reported in 1974-I-L.L.J. Page 323 (V.P. Thirunavukkarasu vs. The State of Tamil Nadu), the High Court has repelled the claims of the Government that where the original order of appointment itself was aid ab initio there is nothing in law to prevent the Government from setting right the mistake. The High Court also points out that by reason of their inaction or silence for a long number of years after the petitioner's entry into service have induced the petitioner to believe he was qualified to continue in service and in such circumstances this is eminently a fit case for the application of the doctrine of equitable estoppel and the action of the Management cannot be sustained. In another decision of our High Court reported in 1974-I-L.L.J. Page 189 (C.G. Kothainayaki vs. Director of Secondary Education, Madras), the honourable Justice M.M. Ismail as he then was, has pointed out that where the Petitioner was found to have satisfactorily completed her period of probation within 3 years of appointment it was found that she did not have the required qualifiction for appointment and the plea was that the declaration of probation and orders of increment were made under a mistake. The High Court pointed out that it was not the case of the Management that at any time the Petitioner herself misrepresented with reference to her actual qualification, nor is it the case that the petitioner was found unfit to function as a sewing mistress or any defect or deficiency was found in her work. It is not open to the Management simply because they committed a mistake to pass an order which will have the effect of ruining her career completely. The High Court held that the orders passed by the Management are not only illegal and cannot be supported by any principle of law but they are also in violation of principles of natural justice an principle of equitable estoppel also would operate against the Management. In the light of these two decisions, there is considerable force in the submission of the learned counsel for the Union that principle of equitable estoppel will apply and it does not lie in the month of the Management to turn round now and say that the workman was actually over qualified to hold the post of a watchman under the Management. As already pointed out the workman is an ex-serviceman and had served the Indian Army for more than 18 years and during had service he had won several medals to his credit and after his discharge from service he had registered himself in the Employment Exchange and entered the service of the Management only through Employment Exchange. Therefore also, the action of the Management having terminated the services of the workman cannot be upheld.

(7) In paragraph (10) of the claim statement, the workman has pleaded that there are several other candidates who possess S.S.L.C. qualification are being engaged in the post of watchman and sub-staff posts by the Management and one such case being Thiru K.G. Balakrishnan who is working as watchman in Pandalam Branch of the Management Bank. Significant to note that this claim made by the workman in paragraph (10) of the claim statement has not at all been specifically denied by the Management in their counter statement. As a matter of fact, in the counter statement filed by the Management there is not even a general averment that the Management does not admit any of the facts mentioned in the claim statement or that the Management puts the claimant to strict proof of the facts found in the claim statement. Therefore it is reasonable to conclude that the Management has also engaged others who had passed S.S.L.C. as watchman under their employment. From the facts thus far stated it is clear that the Management have not refuted the claim made by the workman in paragraphs (8) and (9) of the claim statement. Therefore it is also clear that the Management while terminating the services of the workman had not followed Section 25-G and 25-H of the Industrial Disputes Act, 1947. In 1981 (42) FLR. page 113 (P. Prabhakaran and others vs. General Manager, Kerala State Road Transport Corporation and another), the Kerala Division Bench has pointed out that even if Section 25-F of the Industrial Disputes Act does not apply, the other two Sections, namely, Section 25-G and 25-H can have an independent operation. That leads me to the consideration of the final question as to the relief that has to be given to the concerned workman. In 1980 (57) F.J.R. Page 67 (Surendra Kumar Verma and others vs. Central Government Industrial Tribunal-cum-Labour Court, New Delhi and another), the latest decision of the Supreme Court, it is pointed out that in the absence of any special circumstances, the normal rule is to order the relief of reinstatement with back wages. No special circumstances had been pleaded or proved by the Management to disentitle the aggrieved workman from claiming the relief of reinstatement. In the circumstances, I have little hesitation to order reinstatement of the workman with back wages.

(8) In the result, an Award is passed holding that the action of the Management of State Bank of Travancore, Head Office, Trivandrum-695001 in terminating the services of Thiru N. Sasidharan, Watchman with effect from 23-10-1979 is unjustified and his reinstatement is ordered with back wages.

Dated, this 6th Day of June, 1981.

T. SUDARSANAM DANIEL, Presiding Officer

[No. L-12012/83/80-D.II(A)]

WITNESSES EXAMINED

For both sides : None

DOCUMENTS MARKED

For workmen

Ex. W-1/27-1-78	—Service certificate of the workman (True copy)
Ex. W-2/14-6-78	—Appointment order issued to the workman.
Ex. W-3/21-6-78	— -do-
Ex. W-4/28-6-78	— -do-
Ex. W-5/5-7-78	— -do-
Ex. W-6/12-7-78	— -do-
Ex. W-7/	—Order appointing the workman from 28-10-78.
Ex. W-8/	—Order appointing the workman from 13-11-78.
Ex. W-9/	—Order appointing the workman from 21-11-78.
Ex. W-10/9-12-78	—Order appointing the workman from 9-12-78.
Ex. W-11/6-1-79	—Order appointing the workman from 6-1-79.

Ex. W-12 —Order appointing the workman from 30-1-79.

Ex. W-13 —Order appointing the workman from 26-3-79.

Ex. W-14/29-3-79 —Order appointing the workman from 30-3-79.

Ex. W-15/10-4-79 —Letter from the Bank to the Head Office of the Bank for according sanction to appoint the workman.

Ex. W-16/14-4-79 —Letter from the Head Office of the Bank to the workman for submitting Bio-data of the workman.

Ex. W-17/10-6-79 —Order of the Bank appointing the workman as temporary/off-duty watchman from 10-6-1979.

Ex. W-18/28-12-79 —Letter from the workman to the Assistant Labour Commissioner (Central), Ernakulam for directing the Bank to reinstate him.

Ex. W-19 —Record note of discussion held on 7-1-1980 before the Assistant Labour Commissioner (C), Ernakulam.

Ex. W-20/5-5-80 —Conciliation failure report.

For Management

Ex. M-1/20-6-78 —Letter from the Quilon Branch Bank to the Head Office giving particulars of the workman.

Ex. M-2/15-1-80 —Letter from the Quilon Branch Bank to the Head Office stating that the qualification of the workman is S.S.L.C. (Studied).

Ex. M-3/7-6-78 —Letter from the Head Office of the Bank to the Quilon Branch sending panel of names to post a watchman.

Ex. M-4/13-6-78 —Application of the workman for appointment of off-duty watchman.

Note : Parties are directed to take return of their document/s within six months from the date of publication of this Award.

New Delhi, the 30th June, 1981

S.O. 1960.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Governmnet on the 27-6-81.

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, MADRAS

(Constituted by the Government of India)

Friday, the 12th day of June, 1981

Industrial Dispute No. 58 of 1980

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of State Bank of Travancore, Trivandrum.)

BETWEEN

The workmen represented by

1. The Assistant Secretary,

   All Kerala Bank Employees Federation,

   C/o State Bank of Travancore,

   Broadway, Ernakulam, Cochin-11.

2. Smt. M. A. Annie,

   C/o Ayyappan Industries,

   T. D. Road, Ernakulam, Cochin.

AND

The Managing Director,

State Bank of Travancore, H.O.,

P.B. No. 34, Trivandrum-1.

REFERENCE :

Order No. L-12012/45/79-D.II.A, dated 25-8-1980 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Friday, the 24th day of April, 1981 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Chandru for Thiruvalargal Row and Reddy and K. Chandru, Advocates for the workmen and of Thiru N. K. Chandran for Thiruvalargal Devadasan and Sagar, Advocates for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

This is an Industrial Dispute between the workmen and the Management of State Bank of Travancore referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in Order No. L-12012/45/79-D.II.A, dated 25th August, 1980 of the Ministry of Labour, in respect of the following issue :

Whether the action of the Management of State Bank of Travancore, Trivandrum in terminating the services of Smt. M. A. Annie, Part-time Sweepress with effect from May 17, 1977 is justified? If not, to what relief is the workman concerned entitled?

(2) Facts leading upto this dispute are as follows : The Management is the Managing Director, State Bank of Travancore, Head Office, P. B. No. 34, Trivandrum-1, Kerala State. The issue referred by the Government of India, Ministry of Labour relates to the termination of Smt. M. A. Annie, Part-time Sweepress with effect from May, 17, 1977. The worker herself has filed the claim statement before this Tribunal. The worker was employed by the Management as Part-time Sweepress in their various branches at Ernakulam, Cochin. She has put in more than 7 years of service dating from 8-5-1973—vide the appointment orders Exs. W-1 to W-15. She was last employed in the Management's Broadway Branch, Ernakulam. Her last drawn salary was Rs. 125 per month. She was working continuously in this Broadway Branch from February, 1976 to May, 1977 and has put in more than 400 days of continuous service in that Branch by May, 1977. As a matter of fact, in paragraph (2) of the counter statement filed by the Management, it has been specifically stated "it so happened that the petitioner came to be engaged on a temporary basis frequently in the year 1976 resulting in the number of days exceeding 240 days." Therefore, she can be retrenched only subject to the conditions contained in Section 25-F of the Industrial Disputes Act, 1947. Admittedly, the worker has not been given one month's notice in writing indicating the reasons for retrenchment and she has not been paid in lieu of such notice, wages for the period of the notice. Moreover, she has also been not paid retrenchment compensation as contemplated under Section 25-F(b) of the Industrial Disputes Act, 1947. Therefore, learned counsel for the worker Thiru Chandru points out that the termination of the worker without notice and compensation is contrary to Section 25-F of the Industrial Disputes Act and hence void and inoperative.

On the other hand, learned counsel for the Management points out that there was no retrenchment of the worker and therefore Section 25-F of the Industrial Disputes Act, 1947 cannot be invoked because according to the Management the worker has abandoned her service with the Management of her own accord and therefore there was no retrenchment as such by the Management and there was no termination as such by the Management and therefore Section 25-F of the Industrial Disputes Act, 1947 has no application. Almost similar situation arose for consideration before the Supreme Court in the decision reported in 1980—II— L. L. J. Page 72 (Santhosh Gupta vs. State Bank of India), where the contention of the Management was that the termination of services was not due to surplus labour but was due to the failure of workman to pass the test, a voluntary act on the part of the worker and therefore it cannot be construed as a "retrenchment" within the meaning of Section 2(00) of the Industrial Disputes Act, 1947. But the Supreme Court has rejected that contention and pointed out that the expression "retrenchment' could not be given a narrow interpretation to cover cases of discharge from service on account of surplusage only. They have also pointed out that.

> "If the definition of "retrenchment" is looked at unaided and unhampered by precedent, one is at once struck by the remarkably wide language employed and particularly by the use of the words "termination.. for any reason whatsoever". The definition expressly excluses termination of service as a "punishment inflicted by way of disciplinary action". The definition does not include, so it expressly says, voluntary retirement of a workman or retrenchment of the workmen on reaching the age of superannuation of termination of the service of the workmen on the ground of continuous ill-health. Voluntary retirement of a workman or retrenchment of the workman on reaching the age of superannuation can hardly be described as termination, by the employer, of the service of a workman. Yet the Legislature took special care to mention that they were not included within the meaning of "termination by the employer of the service of a workman for any reason whatsoever."
>
> If due weight is given to the words "the termination by the employer of the service of a workman for any reason whatsoever" and if the words "for any reason whatsoever" are understood to mean what they plainly say, it is difficult to escape the conclusion that the expression "retrenchment" must include every termination of the service of a workman by an act of the employer."

It is true that a full bench judgement of the Kerala High Court in a decision reported in 1979—I—L.L.J. Page 211 (L. Robert D'Souza vs. Executive Engineer, Southern Railway and another) has held that in cases of abandonment the question of "retrenchment" does not arise. But this full bench decision has been specifically over-ruled by the Supreme Court in the citation referred to above. Earlier also the Supreme Court in 1978—I—L. L. J.—Page 1 (Delhi Cloth and General Mills Ltd., vs. Shambhu Nath Mukherjee and others) has also pointed out that the striking off the name of the workman from the rolls by the management is termination of his service and such termination of service is retrenchment within the meaning of Section 2(00) of the Industrial Disputes Act, 1947. In the light of these two decisions of the Supreme Court, it must be held that the termination of the worker without applying with the provisions of Section 25-F of the Industrial Disputes Act, 1947 is void and inoperative.

(3) I shall now advert to the case of the Management that the worker Smt. M. A. Annie has abandoned her work under the Management. The specific case of abandonment by the worker of her service without any intimation has been raised for the first time only in the counter statement filed by the Management before this Tribunal on 23-1-1981. But it is possible to infer from Ex. M-2, a letter written by the Manager of the Bank who has been examined as M.W. 1 that on 29th August, 1977 he had informed the Head Office at Trivandrum that the worker has abandoned her service with the Management. However, even in Ex. M-2, it is not clearly stated as to the date from which the worker has abandoned her service with the Management. Ex. M-5 is also another subsequent report sent by M.W. 1 to the Head Office at Trivandrum on 21-11-1977. From Ex. M-5, it may be taken that the case of the Management was that the worker has abandoned her service with the Management from 17-5-1977. Thus, the crucial point that has to be determined is whether the worker has abandoned her services with the Management either from 17-5-1977 or from 14-6-1977 as M.W.1 would have it. At this juncture, it would be pertinent to bear in mind the version of the worker that she was in advanced stage of pregnancy in May, 1977 and therefore informed the Branch Manager M.W. 1 on 16-5-1977 about her condition and asked for leave orally and that she had his permission to send her son in her place during her leave and worker herself was admitted in Nar Augustine Jubilee Hospital, Cochin on 30-6-1977 and she was confined there till 4-7-1977 and she delivered a male child on 1-7-1977 and was discharged on 4-7-1977 with an advice to have complete rest for four weeks but when she reported for work on 15-7-1977 she was denied employment. This version of the worker is refuted by the Management. The worker has been examined as W.W. 1 and the Manager as M.W. 1. In the light of the oral evidence and the documents placed, it has to be ascertained whether the worker has actually abandoned her services with the Management. My answer would be in the negative. Here are my reasons.

(4) In the first place, when admittedly the worker has put in more than 7 years of service from 1973 onwards—vide Exs. W-1 to W-15 it is most unlikely that she would have abandoned her job under the Management-Bank. It is not the case of the Management in their counter that the worker was lured to any better employment to abandon her job under the Management-Bank. I had already pointed out how the Management has no definite case with regard to date from which the worker has abandoned her employment under the Management. It is clear from the evidence of the Manager M.W. 1 and also the documents placed that from 17-5-1977 upto 13-6-1977 the work of the worker was carried on by her son and that during the said period the wages had been paid to the only in the name of the worker. The worker's son has been paid 1¼ months salary. According to W.W. 1, her son had worked upto 17th June, 1977. The very fact that admittedly for 1¼ months the salary had been paid to the son of the worker in the name of the worker would probabilise the case of the worker that from 17-5-1977 her son was working under the Management with the permission of the Manager M.W. 1. W.W. 1 has also clearly stated that she had not worked elsewhere between 16-5-1977 and 15-7-1977. W.W. 1 gave birth to a child on 1-7-1977—vide the certificate Ex. W-17. It is true that W.W. 1 did not make any application in writing claiming maternity leave. Taking into consideration the fact that W.W. 1 was after all a part-time sweepress and that she was in advanced state of pregnancy in the middle of May, 1977, it is not improbable that she would have orally asked the Manager M.W. 1 for leave and it is highly probable that the Manager M.W. 1 would have agreed to grant the request because W.W. 1 could not have easily did her advanced state of pregnancy to the Manager and therefore the Manager had granted the leave of course asking W.W. 1 to make her own arrangement during her leave and that is why find that W.W 1's son does the work of the worker from 17-5-1977 onwards for a period of 1¼ months. That M.W. 1 must have granted the leave can also be gathered from his letter to the Head Office on 29-8-1977 Ex. M-2. In Ex. M-2, M.W. 1 points out that he has directed the son of the worker to inform them immediately in consultation with his mother, the number of days of leave required by her to enable them to make alternate arrangements. Therefore it is perfectly clear that the leave orally prayed for was granted and for alternate arrangement the worker's son was asked to work from 17-5-1977. Significantly, in the report Ex. M-2 submitted by M.W. 1 there is no whisper that the worker's son was employed by the Branch from 17-5-1977 till 13-6-1977. The report under Ex. M-2 is dated 29th August, 1977. Ex. M-5 is another report by the same Manager M.W. 1 three months later on 21st November, 1977. The tenor of report under Ex. M-5 is at variance with the one under Ex. M-2 on material particulars. In Ex. M-5, M.W. 1 says that from 17-5-1977 the worker was absent and her son attended to the sweeping work. Curiously, in M-5 M.W. 1 reports that occasionally he (son of the worker) himself absented from work. Thus it is obvious that according to this report he was absent for more than one day. If that is true Management would not have paid wages to the son on the days he absented himself. But admittedly the worker's son has been paid wages only in the name of the worker from 17-5-1977 upto 13-6-1977. Besides, because 1¼ months wages had been paid, it is reasonable to suppose that even after 17-6-1977

the son of the worker must have worked under the Management. In Ex. M-2, it is stated that there is deterioration in quality of work of the worker. Likewise in Ex. M-5 also, it is stated that the work performed by the worker was very unsatisfactory with the result that the office was not kept neat and tidy. From Ex. M-5, it can be further noted that the husband of the worker met the Manager M.W.1 in July, 1976 and informed that the new born child is his although subsequently his wife had absconded with somebody else. Reading the reports Exs. M-2 and M-5 together it can be seen that the Manager M.W. 1 was not satisfied with the quality of work turned out by the worker and also found her to be of doubtful character. Therefore it is under Ex. M-5 the Manager M.W. 1 proposes that the Management stopped her temporary appointment at their branch. Hence it is clear that even in November, 1977 the Manager M.W. 1 would suggest the stoppage of the worker W.W. 1 from the employment of the Bank. All these materials would go a long way to indicate that the worker must have informed the Manager M.W. 1 about her state of pregnancy in the middle of May, 1977 and therefore permission was granted and as an alternative arrangement the worker son was allowed to work instead of abandonment of service put forward by Management. In the circumstances, it is naive to contend that the worker M.W. 1 had abandoned her service with the Management. It should also be remembered that under paragraph 13.37 of the First Bi-parties Settlement, the worker would be entitled to have maternity leave for three months with full wages. Moreover, if in fact as the Management would have it that the worker W.W. 1 went on leave without intimation or abandoned her service with the Management, the Management ought to have called for explanation before terminating her services. In the absence of any specific standing orders or terms of employment, abandonment cannot be presumed for abandonment is always a question of intention. The Management-Bank does not have any inherent power to treat the employees of having abandoned their employment on their own volition. This has been explained by the Supreme Court in 1979—I—L.L.J. Page 257 (G.T. Lad and others vs. Chemicals and Fibres of India), in paragraph (6) of this citation, their Lordships of the Supreme Court point out that "to constitute abandonment, there must be total or complete giving up of duties so as to indicate an intention not to resume the same and under common law an inference that an employee has abandoned or relinquished service is not easily drawn unless from the length of absence and from other surrounding circumstances and inference to that effect can be legitimately drawn and it can be assumed that the employee intended to abandon service." On an anxious and careful consideration of the entire evidence oral and documentary and the broad probabilities of the case, I am unable to accept the case put forward by the Management that the worker W.W. 1 has abandoned her service with the Management.

(5) That leads me to the consideration of the relief that has to be granted to the worker W.W. 1. In 1980 (57) F.J.R. Page 67 (Surendra Kumar Verma and others vs. Central Government Industrial Tribunal-cum-Labour Court, New Delhi and another) the Supreme Court has pointed out that, "ordinarily, a workman who has been retrenched in contravention of the law is entitled to reinstatement with full back wages and that principle yields only where the justice of the case in the light of exceptional circumstances makes it impossible or wholly inequitable vis a vis the employer and workmen to direct reinstatement with full back wages." Admittedly, no special circumstances has been pleaded to by the Management much less proved to take any exception to the guidelines laid down by the Supreme Court. The Assistant Labour Commissioner (Central), Ernakulam under Ex. M-6 has pointed out to the Management even as early as 18-4-1978 that the action of the Management in violation of mandatory provisions of Clause (a) and (b) of Section 25-F of the Industrial Disputes Act, 1947 and has asked the Management to reinstate her with back wages within a week under intimation to his office. Ex. M-14 is another communication of Assistant Labour Commissioner (Central), Ernakulam to the Management dated 22-1-1979 advising the Management to render justice to the worker. In Ex. M-16 dated 9-2-1979 the notes of discussion held before the Assistant Labour Commissioner (Central), Ernakulam, the Assistant Commissioner of Labour has attempted to settle the claim but eventually did not succeed. Taking all those factors into consideration, the ends of justice can be met if the very lowest paid part-time worker is reinstated with back wages and continuity of service and all other attendant benefits.

(6) In the result, an Award is passed ordering reinstatement of the worker Smt. H. A. Annie, Part-time Sweepress with continuity of service and back wages. But in the peculiar circumstances, I direct the parties to bear their respective costs.

Dated, this 12th day of June, 1981.

T. SUDARSANAM DANIEL, Presiding Officer

[No. L-12012/45/79-D. II (A)]

WITNESSES EXAMINED

For Workmen

W.W. 1.—Tmy. M. A. Annie.

For Management

M.W. 1.—Thiru C. C. Sebastia.

DOCUMENTS MARKED

For workmen

Ex. W-1/8-5-73	Order of the Bank appointing W.W. 1 as temporary part-time sweeper	from 14-5-73	(True copy)
Ex.W-2/21-6-73	do	from 22-6-73	,,
Ex.W-3/25-7-73	do	from 2-8-73	,,
Ex.W-4/17-8-83	do	from 17-8-73	,,
Ex. W-5/26-3-74	do	from 15-4-74	,,
Ex. W-6/15-5-74	do	from 15-5-74	,,
Ex.W-7/12-11-74	do	from 14-11-74	,,
Ex.W-8/19-11-74	do	from 19-11-74	,,
Ex. W-9/16-1-75	do	from 20-1-74	,,
Ex.W-10/23-6-75	do	from 23-6-75	,,
ExW-11/29-9-75	do	from 30-9-75	,,
Ex. W-12/18-10-75	do	from 20-10-75	,,
Ex. W-13/9-12-75	do	from 9-12-75	,,
Ex.W-14/3-2-76 .	do	from 3-2-76	,,
Ex.W-15/3-4-76	do	from 3-4-76	,,

Ex.W-16—Proceedings held on 18-11-78 before the Assistant Labour Commissioner (C) Ernakulam (true copy)

Ex.W-17/20-10-80—Medical certificate issued to W.W.1.

For Management.

Ex.M—1/2-8-77—Letter from the Assistant General Manager-II of the Bank to the Ernakulam Branch calling for comments on the representation of W.W.1

Ex.M-2/29-8-77—Letter from M.W.1 in reply to Ex. M-1

Ex.M-3-21-10 to 77—Letter from W.W.1 to the Assistant Labour Commissioner (Central), Ernakulam requesting for reinstatement into service with continuity of service and back wages.

Ex.M-4/17-11-77—Letter from the Assistant General Manager II of the Bank to the Ernakulam Branch requiring particulars.

Ex.M-5/21-11-77—Letter from M.W. 1 to the Head office furnishing comments about W.W.1

Ex.M-6/18-4-78—Letter from the Assistant Labour Commissioner (C) Ernakulam to the Bank requesting to to reinstate W.W.1 with back wages.

Ex.M-7/22-4-78—Reply letter from the Bank to Ex. M-6.

Ex.M-8/23-10-78—Letter from the Regional Manager of the Bank to the Head Office regarding appointment of W.W. 1 in Palarivattom Branch.

Ex.M-9/9-12-78—Letter from the Regional Manager-VI of the Bank to the Palarivattom Branch requesting to issue fresh appointment order to W.W. 1.

Ex.M-10/18-12-78—Appointment order issued to W.W. 1 by the Palarivattom Branch Bank, (true copy).

Ex.M-11/3-1-79—Letter from the Assistant General Manager-I of the Bank to the Regional Manager-VI of the Bank for a copy of fresh appointment order issued to W.W. 1.

Ex.M-12/31-79—Letter from the Assistant Labour Commissioner (Central), Ernakulam to the parties requesting to attend the proceedings on 15-1-1979.

Ex.M-13/11-1-79—Letter from the Assistant General Manager-I of the Bank to the Assistant Labour Commissioner (Central), Cochin-16 for postponing the conciliation meeting.

Ex.M-14/22-1-79—Letter from the Assistant Labour Commissioner (Central), Ernakulam to the Head Office of the Bank for settlement of the dispute.

Ex.M-15/19-2-79—Conciliation failure report.

Ex.M-16—Minutes of discussion held before the Assistant Labour Commissioner (C), Ernakulam on 9-2-1979.

Sd/-

T. SUDARSANAM DANIEL, Industrial Tribunal

Note : Parties are directed to take return of their document/s within six months from the date of publication of this Award.

New Delhi, the 3rd July, 1981

S.O. 1961.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on the 30-6-81.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 1 of 1980

PARTIES :

Employers in relation to the management of Allahabad Bank

AND

Their Workmen.

APPEARANCES :

For the Management/Bank—Shri M. R. Sarbadhikari.

For the Workman—Shri B. Joshi, Advocate.

AND

Reference No. 9 of 1979

PARTIES :

Employers in relation to the management of Allahabad Bank, Patna

AND

Their Workmen.

APPEARANCES :

For the Management/Bank—Shri M. R. Sarbadhikari.

For the Workman—Shri G. Prasad, Advocate.

STATE : Bihar. INDUSTRY : Bank.

Dhanbad, the 23rd June, 1981

AWARD

The two references relate to the question regarding justifiability of the action of the management of Allahabad Bank, Patna in terminating the services of Ranvijoy Prasad and Sailesh Nandan Sahay both Part Time Pass Book Writers with effect from 15-2-1976. The evidence led by the management is the same in both the cases though evidence of the union in both of them is not the same. The evidence of the union in each case is the evidence of the concerned workman in that case. Inspite of this the nature of evidence of the union in both the cases being the same. The nature of dispute in both the cases being the same, questions of law and facts involved in the cases being the same and the nature of evidence in both the cases being the same the two cases are being disposed of by this common award.

2. By Order No. L-12012/52/79-D. II(A) dated 1-2-80 and by Order No. L-12012/93/78-D. II(A) dated 23-1-79 the Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of Allahabad Bank and their workmen in respect of the matters specified in the schedules attached to the orders have referred the same to this Tribunal for adjudication. The schedules in both the orders read thus.

Reference No. 1 of 1980:

"Whether the action of the management of Allahabad Bank, Patna in terminating the services of Shri Ranvijoy Parsad, Part-time Pass Book Writer/Statement of Account Writer with effect from 15-2-1976 is justified ? If not, to what relief is the workman entitled ?"

Reference No. 9 of 1979 :

"Whether the action of the management of Allahabad Bank, Patna in terminating the services of Shri Sailesh Nandan Sahay, Part-time Pass Book Writer/statement of Account Writer with effect from 15-2-76 is justified ?"

3. After notices to the parties they have filed their respective written statements in both the cases. In Reference No. 1 of 1980 the union only has filed besides its written statement a rejoinder. In Reference No. 9 of 1979 besides their written statements both parties have filed their respective rejoinders.

4. The case of the union as made out in its pleadings is as follows. Both the concerned workmen after passing a selection test held by the Bank were appointed as Temporary Part-time Pass Book Writers with effect from 15-2-73 and worked in such capacity till 14-2-76. In Annexure I to the written statement of the union in Reference No. 1 of 1980 is attached a document marked Annexure I which is a certificate by the Bank certifying that Ranvijoy Parasad the concerned workman in Reference No. 1of 1980 was appointed as temporary Part-time Pass Book Writer and worked on different dates from 15-2-73 to 14-2-76. In para 2 of the written statement of the union in Reference No. 9 of 1979 although a reference has been made to a document marked Annexure I attached to the written statement saying that the said document is certificate granted by the Bank showing that the concerned workmen worked in the Bank from 15-2-73 upto 14-2-76. Annexure I which is attached to the written statement does not appear to be such a certificate but appears to be a letter to the concerned workman from Spencer & Co. Ltd. saying that the concerned workman had been confirmed in a post with effect from 2-8-78. This appears to be prima facie a mistake on the part of the union. Instead of filing the certificate as mentioned in para 2 of the written statement a wrong document has been filed alongwith the written statement as Annexure I. As Part-time workmen the two concerned workmen ware getting one third of the salary inclusive of allowances admissible to an employee in clerical cadre of the Bank. Out of the salary thus paid to the workmen a portion of their salaries were being deducted under Compulsory Deposit Scheme. After termination of services of the two concerned workmen they made representations to the authorities of the Bank questioning the illegal termination of their services. Apart from making representations both the workmen served notices on the authorities of the Bank claiming reinstatement with full back wages. The management inspite of the representations and notices from the concerned workmen did not reinstate them in services. The action of the management in terminating the services of the concerned workmen was arbitrary and against the provisions of the Industrial Disputes Act and Rules made thereunder. As the Bank did not yeild to the demands of the two concerned workmen on their applications two conciliation proceedings were started before the A. L. C. The management appeared in those proceedings before the conciliation officer. Although the stand taken by the two concerned workmen was that the action of the management in terminating their services amounted to retrenchment and that therefore provisions of Sec. 25F of the I. D. Act not having been complied with the said orders of termination were illegal and invalid in law the Bank contended that the two concerned workmen were not entitled to any benefits under Sec. 25F of the Act. The further stand of the Bank before the conciliation officer was that as per the Bipartite settlement the two concerned workmen not having passed the qualifiying test · they could not be absorbed on permanent basis. These stands of the management before the conciliation officer were illegal and could not deprive the two concerned workmen of their rights under the Act. As on account of the divergent stands taken by the management and the union before the conciliation officer no conciliation was possible a failure report was submitted by the conciliation officer to the Central Government which referred two disputes to the Tribunal for adjudication. The Bipartite settlement relied upon by the Bank was not binding upon the concerned workman as they did not sign the same. Each of the two concerned workmen had put in more than 240 days of attendance during preceding one year prior to the date of termination of their services. On these grounds the two concerned workmen claim that the orders of the management bank terminating their services should be completely ignored as non-existent in the eye of law having been passed without complying with the provisions of Sec. 25F of the Act and that the two concerned workmen should be reinstated with full back wages.

The case of the management bank as revealed from its pleadings may be briefly stated thus. The references are not maintainable and are bad in law as well as in fact. The dispute involved in two references are not industrial disputes under Sec. 2(K) of I.D. Act. The two concerned workmen being no

longer employees under the Bank have no locus standi to raise the disputes. The references are barred by limitation and are also barred by estoppel, aquiesence and waiver. The two concerned workmen having become unsuccessful in qualifying test for being permanently absorbed in Bank's services under no circumstances they could raise Industrial Disputes under Sec.2 (K) of the I. D. Act. The Bank having taken a decision to abolish the post of temporary part-time pass book writers entered into an arrangement with the recognised union according to which the services of all the temporary part-time pass book writers have to be terminated and their cases have to be considered for regular employment in the Bank's service on their qualifying in written tests and interviews to be held by the Bank. The candidates who qualify in the written tests and interviews have only to be selected for regular employment. The two concerned workmen not having qualified in the written tests their services were automatically terminated in terms of the agreement. By appearing in a written test held by the Bank in pursuance to the Bipartite settlement referred to above they have accepted the settlement which is therefore binding on them. The two concerned workmen having worked purely as temporary part time pass book writers and there being no consideration in their appointment for their permanent absorptlon they are not entitled to any benefit under Sec. 25F of the Act. The two concerned workmen having appeared in written test held by the Bank under the Bipartite Settlement have waived their right if any available to them under Sec. 25F of the Act. The termination of services of the two concerned workmen does not amount to retrenchment. The post of temporary part-time pass book writers having been totally abolished and the two concerned workmen having ceased to be employees under the Bank since 15-2-76 they cannot be reinstated with back wages even if the termination of their services is held to be invalid. At best the two concerned workmen may be entitled to compensations in money and the amount of compensations payable has to be determined by the Tribunal. The principle of "no work no pay" should strictly be applied to the two concerned workmen. The Bank being a nationalised Bank if the two concerned workmen are reinstated with full back wages that will result in a huge loss of public money in the hands of the Bank. In these circumsetances the management claims that the case of the union in both the cases should be thrown out.

5. At the time of hearing only one witness has been examined for the management for both the cases and the concerned workmen in each case has been examined as witness for the union in that case. Besides the aforesaid oral evidence parties have relied upon number of documents of which Exts. M-6 in Reference No 1 of 1980 is the same as Ext. M-9 in Reference No. 9 of 1979.

6. The bone of contention between the parties in both the cases is as to whether the orders of termination of services of the two concerned workmen by the Bank with effect from 15-2-76 amount to retrenchment or not. According to the union these orders are nothing but retrenchments and admittedly provisions of Sec. 25F of the Act not having been complied with at the time of passing the orders they must be held to be invalid in law and non-existent for all purposes. The result is that the two concerned workmen should be deemed to be in services inspite of the two invalid orders. On the other hand the contention of the management is that the orders terminating the services of the two concerned workmen are in pursuance to the provisions contained in the Bipartite Agreement Ext. M-6 and therefore they cannot be held to be orders of retrenchment. The word 'retrenchment' has been defined in Sec. 2 (00) of the I. D. Act and the definition reads thus," 'retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman ; or

(b) retirement of the workman on reaching the age of superannuation of the contract of employment between the employer and the workman concerned contains a stipulation in that behalf ; or

(c) termination of the service of a workman on the ground of continued ill-health.

This definition clearly indicates that every termination by the employer of the services of a workman for any reason whatsover amounts to retrenchment except an order of termination by way of punishment. The definition further provides that a case of voluntary retirement of a workman or of retirement of a workman on reaching the age of superannuation or of termination of services of workman on grounds of continued ill-health does not come within the purview of retrenchment. It follows therefore that the termination of services of a workman by an employer even if under a settlement between the parties will amount to 'retrenchment'. Clause (a) of Sec. 25F of the I.D. Act. provides that a workman before he is retrenched must be given one month's notice in writing indicating the reasons for retrenchment and the period of notice must expire before the workman is retrenched. The said clause further provides that no notice is necessary before retrenching a workman if he has been paid in lieu of such notice, wages for the period of notice . The very same clause also provides an exception to the above. According to this exception no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for termination of service. Mr. M. R. Sarbadhikari for the Bank relying on the exception provided in clause (a) of Sec. 25F of the Act contends that in view of the Bipartite Agreement Ext. M-6 it was not necessary for the Bank to give one month's notice to the two concerned workmen before they were retrenched or to pay the two concerned workmen in lieu of such notice wages for the period of notice. But so far as clauses (b) and (c) of Sec. 25F are concerned Mr. Sarbadhikari admits that these two clauses have nothing to do with the Bipartite Agreement and therefore provisions under these two clauses have to be complied with before a workman is retrenched. Mr. Sarbadhikari further admits that in the present case provisions in clauses (b) and (c) in Sec. 25F have not been complied with. On the question as to whether the exception provided in clause (a) of Section 25F can be called in ald by the Bank, the union rightly submits that the exception provided in clause (a) of Sec. 25F being an exception to the general law the party which relies on the exception must prove satisfactorily that the exception is attracted. The case of the two concerned workmen in their written statements is that the Bipartite Settlement Ex.. M-6 is not valid one in the eye of law in as much as they have not signed the settlement. It is also contended by the union that a settlement before it is accepted to be a valid one in the eye of law must satisfy the definition of the word "settlement' as given in Sectlon 2(p) of the Act. According to this definition it is urged that where a settlement between an employer and its employees has been arrived at otherwise in course of conciliation proceeding it has to be signed by the parties thereto in such a manner as may be prescribed and a copy thereof has to be sent to an officer authorised on this behalf by the appropriate Government and the conciliation office. It is pointed out by the union that under Rule 58 of the Central Rules under the I.D. Act the settlement shall be signed by in the case of employer, by the employer himself, or by his authorised agent, or when the employer is an incorporated company or other body corporate, by the agent, manager or other principal officer of the corporation and in the case of the workmen, by any office of a trade union of the workmen or by five representatives of the workmen duly authorised in this behalf at a meeting of the workmen held for the purpose and in the case of the workman in an industrial dispute under Section 2A of the Act, by the workman concerned. The said rule under sub-rule (4) further provides as pointed out by the union that after settlement is duly arrived at and signed by the parties as prescribed under rules the parties to the settlement shall jointly send a copy thereof to the Central Government, the Chief Labour Commissioner (C). New Delhi and the Regional Labour Commissioner (C) and Asstt. Labour Commissioner (C) concerned. According to the union none of the provisions contained in Rule 58 having been complied with so far as Ext. M-6 is concerned the same cannot be said to be a valid settlement as defined in Sec. 2(p) of the Act. It is further urged by the union that the assertion of the Bank that the settlement in question was arrived at between it and its recognised trade union would not fulfil the condition contained in Clause (b) of sub-rule 2 of Rule 58 of the Central Rules without proving that the two concerned workmen were members of the trade union which entered into the settlement with the Bank. It is again urged that in view of the admitted position that the two concerned workmen have not signed the settlement there can be on escape from the conclusion that clause (c) of sub-rule 2 of Rule 58 of the Central Rules has also not been complied with. Regarding sending of a copy of

the settlement to the authorities mentioned in sub-rule (4) of Rule 58 the union contends that there is no evidence that any copy of the settlement was sent. In these circumstances according to the union the settlement cannot be said to be a valid settlement in the eye of law and therefore the same cannot be relied upon by Mr. Sarbadhikari for the purpose of availing of the exception provided in clause (a) of Section 25F of the Act. These contentions on behalf of the union are well founded. When the management seeks to rely upon the settlement for the purpose of attracting the exception provided in clause (a) of Sec. 25F it must prove to the satisfaction of the Tribunal that the settlement is a valid settlement in the eye of law. Mr. Sarbadhikari, however, says that given two days time he will show to the Tribunal that as a matter of fact copies of the settlement were sent to the authorities mentioned in sub-rule (4) of Rule 58 of Central Rules. Even assuming for the time being that copies of the settlement have been sent as claimed by Mr. Sarbadhikari still then he has to meet the other hurdles presented by the union. There is no evidence that the two concerned workmen were members of the recognised trade union entered into the settlement. It is also not disputed that the two concerned workmen have not signed the settlement. If the Bank wanted to rely upon the settlement it was its duty to prove beyond doubt that the settlement relied upon by it is a settlement after due compliance with provisions contained in clause (b) or (c) of sub-rule 2 of Rule 58 of the Central Rules. As has been pointed earlier there is a challenge by the two concerned workmen in the written statements filed by the union that the settlement is not a valid one in the eye of law. In view of this challenge it was incumbent on the Bank to establish before the Tribunal that either the two concerned workmen are members of the trade union which entered into the settlement with the Bank and that the officers of the union have signed the settlement or that the two concerned workmen have signed the same. So far as signing of the settlement by the two concerned workmen is concerned there is no dispute because it is admitted that the two concerned workmen have not signed the settlement. The Bank, however, has not proved that the two concerned workmen were members of the trade union which entered into settlement in question. In view of this lacuna there can be no escape from the conclusion that the settlement Ext. M-6 is not a valid settlement in the eye of law and so the same cannot be relied upon by the management for terminating the services of the two concerned workmen without notice as provided in clause (a) of Section 25F of the Act, and without proving that the two concerned workmen are members of the Trade Union which entered into the Bipartite Settlement Ext. M-6 with the Bank.

It is well established by now that any termination of service of a workman not being a termination by way of inflicting punishment or not being a case of voluntary retirement or not being a case of retirement on attainment of age of superannuation or not being a case of termination on ground of continued ill-health is 'retrenchment'. Once an order of termination is within the purview of the definition of word 'retrenchment' as given in Sec. 2(00) of the Act, to sustain such an order it must be shown that there has been full compliance with provisions of Sec. 25F of the I.D. Act. In the present case I have already held that the Bi-Partite Settlement Ext. M-6 is no settlement in the eye of law and therefore cannot be relied upon for dispensing with one month's notice on the concerned workmen. That apart I have indicated above that clauses (b) and (c) of Sec. 25F of the Act have admittedly not been complied with. In such an event the conclusion is irresistible that the two impugned orders of termination of services of the two concerned workmen which amount to orders of retrenchment have been passed by the management without compliance with the provisions of Sec. 25F of the Act. Such being the case the two impugned orders cannot but be held to be honest in the eye of law and the two concerned workmen shall be deemed to be continuing in service as if the two impugned orders were never passed. Because once it is found that an order of retrenchment is unjustified and improper ordinarily the concerned workman is entitled to relief of reinstatement. The fact that in the mean while the employer has engaged other workmen would not necessarily defeat the claim for reinstatement of the retrenched workman. The settled view of law is that in the case of wrongful dismissal or discharge a claim for reinstatement cannot be defeated merely because the time has lapsed or that the employer has engaged fresh hands. Necessarily therefore the two concerned workmen are entitled to reinstatement with effect from the date when their services were illegally terminated. They will also be entitled to the benefit of continuity of service on reinstatement as the termination of their services have been found to be invalid.

The next question which comes up for determination is as to whether the two concerned workmen on reinstatement will be entitled to full back wages from the date when their services were illegally terminated till the date when they are reinstated. Where services of a workman as in the present case have been illegally terminated it means that the employer has taken away illegally the right of the workman to work contrary to the relevant law and has deprived the workman of his earnings. Necessarily therefore on reinstatement he is entitled to full back wages. The employer in the present case has been found to have deprived the two concerned workmen of their earnings illegally. The workmen have been held to be entitled to be reinstated. The employer therefore cannot shirk its responsibility of paying the wages of which the two concerned workmen have been deprived by its own illegal and invalid action. Normally the two concerned workmen whose services have been illegally terminated would be entitled to full back wages except to the extent when they were gainfully employed during the enforced idleness. Regarding the question of payment of full back wages Mr. Sarbadhikari refers to me Annexure-I to the written statement of the union in Reference No. 9 of 1979 and argues that the concerned workman in that case having been gainfully employed during the period of enforced idleness at least he would not be entitled to full back wages. A reference to the written statement of the union in that case would go to show that it never intended to file Annexure-I to its written statement. The averments in the written statement go to show that a certificate granted to the concerned workmen was intended to be filed alongwith the written statement. Instead of such a certificate what is found alongwith written statement is Annexure-I which shows that the concerned workman has been confirmed in a post under Spenser & Co. Ltd. No evidence has been led by the Bank as to what is the post referred to in Annexure-I and what is the salary which that post carries. No attempt has been made by the Bank to establish the identity of the person named in Annexure-I. On the other hand the workman in Reference No. 9 of 1979 has asserted in his evidence that he has not accepted any job under Spensor & Co. Ltd. Therefore when Annexure-I was confronted to the workman he got bewildered and remained silent. From this it is contended by Mr. Sarbadhikari that it must be held that the concerned workman in Reference No. 9 of 1979 has been gainfully employed during the enforced period of his idleness. It is very difficult to accept this contention. Annexure-I does not show since when the person named therein was employed and what was his remuneration. The said document has also not been proved. When the management wants to make out a case contrary to the normal law according to which a workman is entitled to full back wages it is for the management to show how much the workman actually earned during the period of idleness. The management in the present case has miserably failed to prove its case regarding the claim of full back wages. Catching hold of Annexure-I which has been filed by mistake the attempt of the management at the last moment to build a case can be of no avail. This is a half hazard way of discharging the onus which lies with the management. So on the basis of Annexure-I I am unable to accept the contention of Mr. Sarbadhikari that the concerned workman in Reference No. 9 of 1979 is not entitled to full back wages. So far as the other workman in Reference No. 1 of 1980 is concerned the management does not make an attempt to show why the workman will not be entitled to full back wages on his reinstatement. At the cost of repetition I say that the normal rule being that a workman who has been illegally deprived of his service is entitled to full back wages on his reinstatement. So I hold that the two concerned workmen in the present case on their reinstatement are entitled to full back wages.

Another argument has been advanced by Mr. Sarbadhikari on behalf of the Bank that even if a settlement Ext. M-6

is not valid one still then the two concerned workmen having accepted the settlement and having acted upto the terms thereof they cannot now be allowed to go back and say that they are not bound by the settlement. Mr. Sarbadhikari elaborates the point raised by him in the following way. He refers to paragraphs 2 and 7 of Ext. M-6. As has been indicated above it is the case of the management that to clear up certain accumulated arrears the Bank employed a number of temporary part-time pass book writers. It is not disputed that the two concerned workmen who were appointed as temporary part-time pass book writers were working only for two hours a day and were being paid one-third of the pay admissible to a permanent member of clerical staff of the Bank. It was during the time when the Bank was employing number of temporary part-time pass book writers a demand was made by the recognised union to absorb the temporary part-time pass book writers permanently. After this demand negotiations were held between the Bank and the union. As a result of these negotiations the settlement Ext. M-6 was arrived at between the parties. Paragraph 2 of the settlement provides that all the existing temporary part-time pass book writers who are eligible for recruitment as per Bank's Rules except those who have not worked for more than 60 days will be considered for employment in permanent service of the Bank provided they come out successful in recruitment tests to be held for them. Paragraph 7 of the settlement provides that the recruitment tests to be conducted by Head Office for candidates working in different Areas will be held on dates convenient to the Bank, that the temporary appointment of the candidates will be terminated atleast one week before the test and that thereafter no temporary appointment will be given to them under any circumstance. Mr. Sarbadhikari says in pursuance to the aforesaid provisions in the settlement the services of the two concerned workmen were terminated and they were allowed to sit in the written tests held by the Bank. According to Mr. Sarbadhikari the two concerned workmen did not qualify themselves in the test. Therefore the two concerned workmen having acted as per the terms of the settlement they are bound by the settlement. So they cannot now be heard to say that the settlement is invalid in law and that their services could not have been terminated according to the terms of the settlement. According to Mr. Sarbadhikari the two concerned workmen cannot in law be allowed to go back upon their stand and claim relief otherwise than under the terms of the settlement. This it is urged is the normal rule of contract between parties. A party who has taken advantage of terms of the contract cannot be allowed to go back upon its terms and claim relief otherwise. These contentions of Mr. Sarbadhikari have no substance. The common law doctrine relating to contract cannot be specifically enforced in the present case even assuming for the moment what Mr. Sarbadhikari contends is a sound principle in the law of contract. In the field of industrial jurisprudence such a doctrine has no place. In the decision reported in 15 SCLJ. 191 (M/S. Tata Chemical Ltd. and Its Workmen) it has been held that for the validity of a written agreement between employer and workmen arrived at otherwise than in the course of a conciliation proceeding it is essential that the parties thereto should have subscribed to it in a prescribed manner and a copy thereof should have been sent to the authorities prescribed under Rule 58 of the Central Rules, that an agreement not arrived at during the course of conciliation proceeding cannot according to Sec. 18(1) of I.D. Act bind any one other than parties thereto and that the theory of implied agreement by acquiescence on the basis of the acceptance of the benefits flowing from the agreement even by the workmen who were not signatories to the settlement is of no avail to the employer and cannot operate as an estoppel against the workman. This being the settled position of law and in the present case admittedly the settlement Ext. M-6 not having been arrived at in course of a conciliation proceeding the management not having established that the two concerned workmen were members of the trade union which entered into the settlement and the two concerned workmen not having signed Ext. M-6 it is too late in the day for Mr. Sarbadhikari to contend that the two concerned workmen having acted upto the terms of Ext. M-6 are bound by it.

Lastly it is contended that posts which the two concerned workmen were holding before the two impugned orders of termination of their services having been abolished in terms of the settlement Ext. M-6 the two concerned workmen cannot be reinstated in the post which they were holding before. A reading of the settlement does not show that the post of temporary part-time pass book writers have all been abolished. There is no evidence worth the name that the Bank no longer employs temporary part-time pass book writers. It is common knowledge that a writing of pass book is a normal work in a Bank which cannot function without such work. The settlement Ext. M-6 only provides that services of those intending to appear in qualifying tests will be terminated before they are allowed to sit in the test. A reference in this connection may be made to para 7 of Ext. M-6 which reads thus : ".....The temporary appointment of the candidates will be terminated atleast one week before the test and thereafter no temporary appointment will be given to them under any circumstances." The word "candidate" means one who intends to appear in the test The evidence of MW-1 is also to the same effect. Further the agreement does not say that all the posts of temporary pass book writers have been abolished. That apart the two concerned workmen not being parties to the settlement they are not bound by it. Further MW-1 the only witness of the management does not say that the posts held by the two concerned workmen were abolished. He only says that before the two concerned workmen were allowed to appear in the test their services were terminated. The evidence of MW-1 is further to the effect that as the two concerned workmen could not pass in the test they could not be taken in. The story of abolition of posts though introduced in the pleading by the Bank has not been supported by evidence. Hence the story of abolition the posts cannot be accepted. This being the position the plea of Mr. Sarbodhikari that the posts held by the two concerned workmen having been abolished they cannot be reinstated is rejected not being supported by evidence. The question therefore of calculating the compensation payable to the two workmen in case termination of their services is held to be illegal does not arise.

7. For the reasons given above I hold that the two impugned orders of termination of services of the two concerned workmen being invalid and inoperative in law are non est and that the two concerned workmen are entitled to reinstatement with full back wages from 15-2-1976 upto the date when they are reinstated. The two concerned workmen are to report to duty within two months from the date of publication of the award. The reference is answered accordingly. In the circumstances there will be no orders for costs.

Sd/-

B. K. RAY, Presiding Officer

[No. L-12012/52/79-D.II(A) and
No. L-12012/97/78-D.II(A)]

S.O. 1962.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Madras, in the industrial dispute between the employers in relation to the management of Bank of Cochin Ltd. and their workman, which was received by the Central Government on 30-6-81.

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, MADRAS

(Constituted by the Government of India)

Monday, the 15th day of June, 1981

Industrial Dispute No. 89 of 1980

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Bank of Cochin Limited, Cochin.)

BETWEEN

Thiru M. O. Francis,
C/o Thiru K. S. George, Kallungal House,
Manakoda, Chennamangalam P.O.
via North Parur (Kerala).

AND

The Chairman,
Bank of Cochin Limited.
Registered Office,
Post Box No. 1938,
Cochin-682018.

REFERENCE :

Order No. L-12012/22/80-D.II.A. dated 28th November, 1980 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Thursday, the 30th day of April, 1981 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiruvulargal P. F. Thomas and R. Arunmugham, Advocates for the workman and of Thiruvulargal M. Venugopalan and M. Thirugnanasundram, Advocates for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following award.

AWARD

This is an Industrial Dispute between the workmen and the Management of Bank of Cochin Limited, Cochin referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act 1947 by the Government of India in Order No. L-12012/22/80-D.II.A. dated 28-11-1980 of the Ministry of Labour, in respect of the following issue :

"Whether the action of the management of Bank of Cochin Ltd., Cochin in relation to their Kaloor Branch in dismissing the services of Shri M. O. Francis checking clerk with effect from 10-7-78 is justified? If not, to what relief is the workman concerned entitled ?"

(2) Facts leading upto this dispute are as follows : The Management is the Chairman, Bank of Cochin Limited, Registered Office, Post Box No 1938, Cochin-682018, Kerala State. The present issue referred to this Tribunal by the Government of India, Ministry of Labour relates to the action of the Management in relation to their Kaloor Branch in terminating the services of Thiru M. O. Francis, Checking Clerk with effect from 10-7-1978. The claim statement has been filed by the concerned workman Thiru M. O. Francis. The workman was employed in the Management-Bank continuously from 1963 and was last employed as a Checking Clerk under the Management in their Kaloor Branch in 1976. Ex. W-1 is the memo issued by the Bank to the workman on 29-9-1976 calling for his explanation with regard to certain charge levelled against him. Ex. W-2 is the explanation submitted by the workman on 1-10-1976. The concerned workman was placed under suspension pending disciplinary proceedings on 2-10-1976-vide Ex. W-5. The Manager of the Bank had also given a crimnal complaint to the Sub-Inspector of Police, Ernakulam Cusbha on 15-10-1976, copy of which is marked as Ex. M-5, wherein it is pointed out that the workman suspected to be the culprit, Thiru M. O. Francis, has been suspended pending domestic enquiry. It may be noted that the final prayer in Ex. M-5 by the Manager of the Bank is that the Police may conduct enquiry and the real culprits may be brought to book. But when it was found that the Police did not put the employee on trial within a year the Management proceeded as if the employee had committed an act of misconduct. The particular course of action by the Management is justified in the light of Chapter IX of the Bipartite Settlement dealing with disciplinary action and procedure. The Bi-partite settlement produced by Management is now marked as Ex. M-17. Disciplinary action and procedure therefore commenced from page 52 of Ex. M-17. As per paragraph 19.4 at page 53 of Ex. M-17 if steps had been taken to prosecute an employee or to get him prosecuted and if he is not put on trial within a year, the Management may deal with him as if he had committed an act of "gross" or "minor" misconduct. Therefore the Management-Bank issued a charge-sheet to the concerned workman. Thiru M. O. Francis on 24-11-1977 vide Ex. W-12. Ex. W-13 is the reply or explanation sent by the worker on 28-11-1977. Apparently, the Management was not satisfied with the explanation offered by the workman and therefore ordered the charges to be investigated by an Enquiry Officer. This order was passed by the Management on 7-12-1977-vide Ex. W-14. The Enquiry Officer was Thiru U.P. Verghese, B.A., B.L., the Bank's Law Officer, Ernakulam. The Enquiry Officer issues the necessary notice on 16-12-1977-vide Ex. W-15 fixing the enquiry on 3-1-1978 at Ernakulam. In Ex. W-15, the Enquiry Officer points out that the workman concerned, namely, Thiru M. O. Francis will be at liberty to get the assistance of a colleague if he chooses at the time of enquiry. Ex. W-15 further points out that the charge sheeted workman would be afforded all reasonable opportunities to cross-examine the employer's witnsses and to adduce evidence oral and documentary if any in support of his defence. While so, on 30-12-1977, the workmen has sent a letter to the Personnel Officer of the Management-Bank, copy of which is Ex. W-16 and the copy of which was also sent to the Enquiry Officer. Under Ex. W-16, the charge sheeted workman points out that he will be unable to get the assistance of any colleague in the conduct of the enquiry because in one way or other all the colleagues were connected with the subject matter of transaction concerned and hence prayed for permission to engage a counsel in the conduct of defence at the time of enquiry. Besides he had also requested under Ex.W-16 that the names of witnesses to be examined by the Management may be furnished to him and also the copy of documents sought to be relied on by the Management. The workman further points out that the criminal complaint lodged by the Management with Ernakulam Town North Police did not point out any culpable negligence on the part of the workman and therefore contends that the present disciplinary proceedings proposed by the Management lacks bona fides but I had already pointed out the conditions in Ex. M-17 which enables the Management to deal with the employee if he is not put on trial within a year or of complaint with the Police. In the light of the specific clause in paragraph 19.4 of Ex.M-17 is little merit in the claim of the workman that the disciplinary action instituted by the Management lacks bona fides. To this letter of the workman under the original of Ex. W-16, the Enquiry Officer replies under Ex. W-17 on 3-1-1978, the date on which the enquiry stood posted. The Enquiry Officer points out that professional lawyers are not expected to attend domestic enquiries and that if the charge sheeted workman feels the assistance of somebody else, he may bring with him a friend or a colleague who is not a professional lawyer. Under the Bi-partite Settlement Ex. M-17, page 56, paragraph 19.12, an employee may be permitted to be defended with Bank's permission by lawyer. Therefore the Enquiry Officer passed an order refusing the workman to be defended by a lawyer. Apparently Bank's permission has been sought for, but has not been granted. He further points out that the fact that the Enquiry Officer is a law graduate he is not going to prejudice the charge sheeted workman in any way. On the other hand, the fact that the Enquiry Officer is a law graduate would go a long way to enable the Enquiry Officer to conduct the enquiry in a fair and just manner under the known principles of law. Dealing with the request for the furnishing of list of witnesses to be examined by the management the Enquiry Officer assures the charge sheeted workman that the list will be furnished to him sufficiently in advance to enable him to prepare for cross-examination. He also points out that the charge sheeted workman will be given opportunity to examine the documents relied on by the Management. Hence, eventually the Enquiry Officer adjourned the enquiry to 13-1-178. Meanwhile the workman also writes on 10-1-1978 under the original of Ex. W-18 to

the Management pointing out that the names of witnesses had not been furnished to him. He has also pointed out that the copies of documents are not furnished to him. Therefore on 13-1-1978 the Management sends to the charge sheeted workman Thiru M. O. Francis, a list of witnesses and documents to be relied on by the Management at the enquiry proceedings. Ex. W-19 is the copy of the list of witnesses and documents to be relied on by the Management at the enquiry proceedings. The original was sent by registered post acknowlodgement due. From Ex. W-19, it can be noted the witnesses proposed to be examined by the Management and also the documents relied on by the Management at the time of enquiry. Ex. W-19 further points out that the charge sheeted workman is at liberty to peruse the said documents before the Personnel Officer at any time between 2.00 p.m. and 4.00 p.m. on any day from 16-1-1978 to 18-1-1978 (both days inclusive). Consequently, on 13-1-1978, the Enquiry Officer adjourns the enquiry to 27-1-1978 for examination of Management's witnesses—vide Ex. W-20. Later on, on 25-1-1978 also the workman gave a letter under the original of Ex. W-21. On 27-1-1978, one witness was partly examined in chief by the Management and for his continuation it was adjourned to 7-2-1978. The workman has been informed-vide Ex. W-22. On 7-2-1978 also the workman presented a petition, copy of which is Ex. W-23 to adjourn the enquiry. Ex. M-9 is the enquiry proceedings of the Enquiry Officer with deposition of witnesses. Ex. M-10 are the findings of the Enquiry Officer dated 8-6-1978. The Enquiry Officer held on the materials placed before him that the charges levelled against the charge sheeted workman had been established. He found him guilty of gross misconduct and therefore the Management dismissed the charge sheeted workman Thiru M. O. Francis from the service of the Bank with effect from 10-7-1978. Aggrieved by this decision of the Management, the workman initiated proceedings before the Labour Department and eventually the reference has been made by the Government of India, Ministry of Labour.

(3) In the first place, it has to be found whether the domestic enquiry held by the Management is fair and proper. It may be noted at this stage that in paragraph (11) of the counter, the Management has stated that in case it is found that the enquiry held is vitiated, the Management is prepared to prove the allegations before this Tribunal by adducing fresh evidence and the Management may be given an opportunity for the same, if such a contingency arises. In paragraphs supra, I have detailed the various stages ever since the issue of charge memo by the Management under Ex. W-1 on 29-9-1976. The workman has in fact submitted his explanation under Ex. W-2 on 1-10-1976. The workman was placed under suspension pending enquiry from 2-10-1976. The Management had given a criminal complaint to the Police against the workmans copy of which is marked as Ex. M-5 on 15-10-1976. Admittedly, for a period of one year the Police did not take steps to prosecute the employee and was not put on trial. Therefore in accordance with the provisions contained in Ex. M-17 the Management instituted domestic enquiry. Ex. W-12 is the charge sheet issued to the workman on 24-11-1977 and Ex. W-13 is his reply. The Management was not satisfied with the explanation and therefore ordered a domestic enquiry. The domestic enquiry lasted from December, 1977, but as I had already pointed out the charge-sheeted workman was taking time after time under some ground or another and eventually he did not choose to appear before the Enquiry Officer and therefore the Enquiry Officer has no other option but to examine the witnesses offered by the Management and marked documents. Therefore on the totality of the materials placed, it can be easily seen that the workman has been afforded reasonable opportunities to meet the charges levelled against him and he was also granted several adjournments to enable him to cross-examine the witnesses examined by the Management. I have earlier referred to the request of the workman to have the assistance of an advocate and I have pointed out how the Enquiry Officer has rightly rejected it pointing out that there is no advocate even to the assistance of the Management. The Enquiry Officer was fair to permit the charge sheeted workmen to have the assistance of any friend of his own who is not a practising advocate. This view of the Enquiry Officer goes considerable way to dispel any plausible argument that the Enquiry Officer was prejudiced against the charge sheeted workman. At one stage, the charge sheeted workman says that as per records on an earlier occasion the Enquiry Officer himself has charge sheeted the workman. The Enquiry Officer is a Law Officer of the Bank and there could not be any occasion for him to be the complainant to issue a charge sheet. In any view, apart from the allegation, no material has been placed to show that as per records the Enquiry Officer had at one stage charge sheeted the present workman. Even if it be true that at one time the Enquiry Officer had charge sheeted the present workman. Yet when the Enquiry Officer holds the present enquiry and comes to the conclusion that the charges are proved it cannot be helped because on the materials placed the only conclusion arrived at by the Enquiry Officer is inescapable or inevitable. Hence no motive can be attributed to the Enquiry Officer. On the other hand, on an examination of the various stages of the enquiry, one gathers the impression that the Enquiry Officer wanted to afford all reasonable opportunities to enable the charge sheeted workman to defend the charge levelled against him. Under the original of Ex. W-19, the charge sheeted workmen has been furnished with the list of witnesses proposed to be examined by the Management and also the documents proposed to be exhibited on behalf of the Management. The workman has been asked to peruse the documents at any time between 2.00 P.M. and 4.00 P.M. from 16-1-1978 to 18-1-1978 Even if the workman had received this intimation on 17-1-1978 even then he had opportunity to perue the documents not only on 17th but also on 18th. If he had not persued these documents, it is too native on his part to go on hoping that the photostat copies of documents mentioned in Ex. W-19 would not very much help into examine the documents. He ought to have inspected the documents and pointed out how the documents would not assist him. In the circumstances, it cannot be said that documents relied on by the Management were not allowed to be perused by the charge-sheeted workman. If the workman evenmally decides to absent himself in the enquiry it is his own choice and the Management cannot be blamed for that. Merely because the workman refused to participate it is not as though the enquiry can never come to an end. The enquiry held even in the absence of the workman is certainly good evidence and on par with ex parte decree. In the latest decision of the Supreme Court reported in 1981—FJR (Vol. 58) Page 358 (State of Haryana and another Vs. Rattan Singh), the Supreme Court has pointed out that even hearsay evidence under certain circumstances would be sufficient to sustain a finding. The Management has also obtained the approval of the Industrial Tribunal, Calcutta to the dismissal of the charge sheeted workman in C.M.P. 118/78 in I.D. No. 41/1974. Of course, the approval was granted without prejudice to the right of the workman to raise the dispute. In any view, prima facie the Industrial Tribunal, Calcutta was satisfied that the domestic enquiry held by the Management against the workman is fair and proper and granted the approval prayed for by the Management. On these materials, I have little hesitation to find that the enquiry held by the Management against the charge sheeted workman Thiru M.O. Francis is just and fair.

(4) I have already adverted to some points raised by the workman as to how the enquiry held by the Management should be held to be vitiated. Therefore there is no reason to set them out once more. Those apart, no other specific circumstanee was pointed out to hold that the domestic enquiry held is vitiated or opposed to any known principles of natural justice. Further a faint argument was addressed by the learned counsel for the workman that the enquiry by a Law Officer of the Management would vitiate the enquiry. No authority has been placed in this direction to substantiate such a claim. After all the Law Officer of the Management is very much an employee of the Management. There is no rule of law putting an embargo on any employee of the Management to be the Enquiry Officer. There is no disqualification as such. In the claim statement it is stated that the workman has been victimised for his trade Union activities. The Management points out that in 1976, there was no Union in existence in the Management Bank because the Bank of Cochin Employees Union referred to in the Claim Statement was dissolved much earlier. Therefore there is nothing to find that there was any ill-will as between the Management and the employees of the Bank in general and with concerned workman in particular It was also contended that having failed in their attempt to bring a criminal charge against the workman through Police the Management has contrived this desciplinary proceedings. I have already referred to this plea at an earlier stage to indicate that the initiation of disciplinary proceedings by the Management against the workman cannot be considered to be mala fide. In the face of these materials, there is not an iota of materials to hold that the enquiry held was force and the proceedings of enquiry were later fabricated as the workman would have it. With regard to the criticism that the Enquiry Officer dutifully reached the conclusion dictated to him by the Management,

I am afraid this could not be helped because when the workman remained absent, the evidence oral and documentary placed before the Enquiry Officer was only one way to establish the charges levelled against the workman. Therefore even de hors any dictation as such by the Management the one and the only conclusion of any person under such circumstances would be to find that on the materials placed the charges had been levelled against the charge sheeted workman. Under these circumstances, I am unable to hold that the domestic enquiry held is vitiated by any circumstances or illegal or in any wise opposed to principles of natural justice.

(5) That leads me to the consideration of the final question as to whether on the materials placed the findings of the Enquiry Officer can be held to be perverse or based on no evidence whatsoever. As I have already pointed out the evidence oral and documentary is only one way, viz., to prove the charge against the charge sheeted workman. I have also referred to the latest decision of the Supreme Court earlier even in the case of hearsay evidence. In the latest decision, their Lordships of the Supreme Court in the case reported in 1981—F.I.R.)Vol. 58) Page 358 (State of Haryana and another vs. Rattan Singh) have pointed out that in a domestic enquiry the strict and sophisticated rules of evidence under the Indian Evidence Act may not apply. All materils which are logically prohative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and eredibility. They also point out that the essence of a judicial approach is objectivity, exclusion of extraneous materials or considerations and observance of rules of justice. If perversity or arbitrariness, bias or surrender of independence of judgment vitiate the conclusions reached by the domestic Tribunal, such finding cannot be held good. The simple point is—was there some evidence or was there no evidence—not in the sense of the technical rules governing regular court proceedings but in a fair commonsense may as men of understanding and wordly wisdom will accpet. Ex. M-10 contains the findings rendered by the Enquiry Officer on 8-6-1978. The Enquiry Officer has listed the charges levelled against the workman and has summarised the evidence of the witnesses examined by the Management and in the light of the documents placed, had examined the explanation of the delinquent also and taking all facts into consideration namely acts and omissions pointed out on the part of the charge-sheeted employee came to the conclusion that the employee committed a gross misconduct as contemplated by clause IV (1) of Chapter VIII of The Bank of Cochin Service Code Ex. W-16. The details of charge can be gathered from the charge sheet Ex. W-12. It was also mentioned in the claim statement of the worker that no monetary loss was sustained by the Bank. Suffice for me to point out Ex. M-15, photostat copy of the ledger relating to Thiru Thomas Kolathukudy where it can be found that the Bank has parted with Rs. 11,100 on 31st May, 1976. Therefore it is not a case where due to the misconduct of the charge sheeted workman the Management Bank did not suffer any loss as such. It was also stated that even accepting the materials placed before the Enquiry Officer at best, the charge-sheeted workman is only partly responsible for the loss of money and therefore in the absence of disciplinary proceedings against the others who figure as witnesses for the Management the charges levelled against the workman cannot be held to be substantiated. Although in a mild tone this plea is taken it is significant to note that the charge sheeted workman does not specifically implicate any single individual or individuals. Even if this extreme submission were to be accepted, by no stretch of imagination would it exonerate the charge sheeted workman from the misconduct committed by him and established in evidence before the Enquiry Officer. In this context I may refer to the complaint given by the Management to the Police Ex. M-5, wherein the Management has specifically pointed out that they have received a written complaint from Thiru Thomas only on 29-9-1976 in connection with the misconduct of Thiru M.O. Francis and also pointing out that the said Thiru M.O. Francis has been placed under suspension pending enquiry. But however the Management has fairly pointed out at the last paragraph of Ex. M-5 that the Police may conduct an enquiry into the complaint and the real culprits may be brought to book. Normally, the Police after investigation can file the charge sheet or refer the complaint to the complainant on the ground that the compliant is false or that there is a mistake of law or fact or that the offence is undetectable. No material whatsover has been placed in this direction to indicate the actual finding given by the Police to implicate others apart from Thiru M.O. Francis who has been specifically referred to in Ex. M-5. Looked at from any point of view, I am unable to accept the submission of the learned counsel for the workman that the findings of the Enquiry Officer are perverse or based on no evidence whatsoever. No part of the findings is tainted with any illegality. In the claim statement no plea whatsoever has been made to invoke the jurisdiction of this Tribunal under section 11-A of the Industrial Disputes Act, 1947 to relieve the workman against the rigour of penalty imposed by the Management on the charge sheeted workman. On the facts disclosed it cannot be said that the action o fthe Management in having dismissed the charge sheeted workman is highly disproportionate to the misconduct proved against him.

(6) In the result, an Award is passed holding that the action of the Management in dismissing the services of Thiru M.O. Francis, Checking Clerk with effect from 10-7-1978 is justified and he is not entitled to any relief. The charge sheeted workman was placed under suspension from 2-10-1976 and was finally dismissed by the Management with effect from 10-7-1978. In as much as the Management has instituted the disciplinary proceedings against the charge sheeted workman as per paragraph 19.4 of the Bi-partite Settlement Ex. M-17 at page 53 it must be deemed that the workman was on duty during the period of suspension and shall be entitled to the full wages and allowances and to all other privileges for such period and in the event of the Management deciding as in the case not to continue him in service, he shall be liable only for termination with three months' pay and allowance in lieu of notice as provided in clause 19.3 supra. It is hoped that the Management has accordingly paid the charge sheeted workman as provided under clause 19.4 of Ex. M-17. In the circumstances, I direct the parties to bear their respective costs.

Dated, this 15th day of June, 1981.

T. SUDARSANAM DANIEL, Presiding Officer

[No. L-12012/22/80-D.II(A)]

WITNESSES EXAMINED

For both sides : None.

DOCUMENTS MARKED

For workmen

Ex. W-1/29-9-76—Memo issued to the worker calling for explanation. (true copy).

Ex. W-2/1-10-76—Explanation of the worker to Ex. W-1. (true copy).

Ex. W-3/4-10-76—Memo issued to the worker for the non-receipt of explanation to Ex. W-1. (true copy)

Ex. W-4/4-10-76—Reply letter of the worker to Ex. W-3. (true copy).

Ex. W-5/2-10-76—Suspension Order issued to the worker. (true copy).

Ex. W-6/7-10-76—Letter from the worker to the Chairman of the Bank requesting for the withdrawal of suspension order. (true copy).

Ex. W-7/10-11-76—Letter from the worker to the Bank requesting for the balance of subsistance allowance. (true copy).

Ex. W-8/20-11-76—Letter from the worker to the Bank requesting for the balance of subsistance allowance. (true copy).

Ex. W-9/17-11-76—Letter from the Bank to the worker, in repy to Ex. W-7. (true copy).

Ex. W-10/1-12-76—Letter from the worker to the Bank regarding payment of 50 per cent subsistance allowance. (true copy).

Ex. W-11/25-11-76—Letter from the Bank to the worker regarding subsistance allowance. (true copy).

Ex. W-12/24-11-77—Charge sheet issued to the workman (true copy).

Ex. W-13/28-11-77—Reply of the worker Ex. W-12. (true copy).

Ex. W-14/7-12-77—Enquiry notice issued to the workman. (true copy).

Ex. W-15/16-12-77—Enquiry notice notifying the date of enquiry. (true copy).

Ex. W-16/30-12-77—Letter from the worker to the Bank about the enquiry. (true copy).

Ex. W-17/3-1-78—Reply letter from the Enquiry Officer to Ex. W-16. (true copy).

Ex. W-18/10-1-78—Letter from the worker to the Enquiry Officer requesting for furnishing of details. (true copy).

Ex. W-19/13-1-78—Letter from the Bank to the workman giving names of witnesses and list of documents. (true copy).

Ex. W-20/13-1-78—Letter from the Enquiry Officer to the worker intimating the enquiry date. (true copy).

Ex. W-21/25-1-78—Letter from the workman to the Enquiry Officer requesting for copy of report of the customer. (true copy).

Ex. W-22/31-1-78—Letter from the Enquiry Officer to the workman intimating the stage of the enquiry. (true copy).

Ex. W-23/7-2-78—Letter from the workman to the Enquiry Officer regarding conducts of enquiry. (true copy).

Ex. W-24/25-1-78—Letter from the Bank to the workman informing that the 2nd instalment of compulsory deposit has been released and credited to his account (true copy).

Ex. W-25/18-1-78—Letter from the workman to the Bank for payment of bonus for 1975 and 1976. (true copy).

Ex. W-26/18-12-76—Letter from the workman to the Bank regarding payment of bonus for 1975. (true copy).

Ex. W-27/27-12-76—Reply letter from the Bank to Ex. W-26. (true copy).

Ex. W-28/21-3-80—Letter from the workman to the Bank regarding bonus for 1975 and 1976. (true copy).

Ex. W-29/4-3-80—Letter from the Kaloor Branch to the Head Office reporting the adustment of loan balance payable by the workman. (true copy).

Ex. W-30/22-1-80—Record note of discussions during conciliation proceedings before the Assistant Labour Commissioner (Central), Ernakulam.

Ex. W-31/2-1-80—Record note of discussions during conciliation proceedings before the Assistant Labour Commissioner (Central), Ernakulam.

For Management

Ex. M-1/28-9-76—Report of Thiru Thomas Kolattukudi to the Chairman of the Bank regarding withdrawal of Rs. 11,100 from his account.

Ex. M-2/1-10-76—Explanation of the workman to the memo dated 29-9-76 issued by the Bank.

Ex. M-3/4-10-76—Report of the Branch Manager to the Chairman of Bank about the incidents.

Ex. M-4/2-10-76—Office copy of Ex. W-5.

Ex. M-5/15-10-76—Complaint of the Branch Manager to the Sub Inspector of Police, Ernakulam against the workman.

Ex. M-6/24-11-77—Office copy of Ex. W-12. (charge sheet).

Ex. M-7/26-11-77—Postal acknowledgement.

Ex. M-8/28-11-77—Original of Ex. W-13.

Ex. M-9/—Enquiry Proceedings with deposition of witnesses.

Ex. M-10/8-6-78—Findings of the Enquiry Officer.

Ex. M-11/27-5-76—Photostat copy of cheque No. 025947 for Rs. 11,100.

Ex. M-12/—Reverse side of Ex. M-11. (Photostat Copy).

Ex. M-13/22-10-75—Signature card of Thiru Thomas Kolattukudy.

Ex. M-14—Spare cheque leaf issue register. (relevant page—photostat copy).

Ex. M-15—Ledger relating to Thiru Thomas Kollattukudy. (relevant page—photostat copy).

Ex. M-16—The Bank of Cochin Service Code.

Ex. M-17—Settlement on the Industrial Disputes between certain Banking Companies and their workmen.

T. SUDARSANAM DANIEL, Industrial Tribunal

Note : Parties are directed to take return of their document/s within six months from the date of publication of this Award.

New Delhi, the 8th July, 1981

S.O. 1963.—In pursuance of section 17 of the Industrial Disputes, Act 1947 (14 of 1947), the Central Government hereby publishes the following interim award of the Central Government National Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Reserve Bank of India and their Class III workmen, which was received by the Central Governments on the 24-6-81.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

Reference No. NTB 1 of 1979

Employers in relation to Reserve Bank of India

AND

Their Class III Workmen

INTERIM AWARD ON SETTLEMENTS

INDEX

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, AT BOMBAY PRESENT

PRESENT :

C.T. Dighe Esqr., B.A.(Hons.) LLM., Presiding Officer

REFERENCE NO. NTE-1 OF 1979

Employers in relation to Reserve Bank of India

and

Their Class III Workmen

INTERIM ON SETTLEMENTS

APPEARANCES :

For the Employers :	Mr. N.V. Sundaram, Legal Adviser. Mr. N.V. Deshpande, Dy. Legal Adviser Mr. M.A. Batki, Asst. Legal Adviser
For the All India Reserve Bank Employees' Association.	Mr. Madan Phadnis, Advocate
For the All India Reserve Bank Workers' Organisation.	Mr. M.P. Mehta, Advocate.
For All India Reserve Bank Kaimachari Federation and All India Reserve Bank Cash Department Staff Union.	Mr. C.L. Dudhia, Advocate.
For Reserve Bank Ex-Servicemen Employees' Welfare Association.	Mr. C.L. Dudhia I/B Mr. S.P. Palani Velu.
For Reserve Bank Employees, Union (H), Reserve Bank Employees' Union (N) and All India Reserve Bank Employees' Co-ordination Committee	Mr. J.G. Gadkari, Advocate
For All India Reserve Bank Scheduled Caste/Tribe Employees's Federation.	Mr. C.L. Dudhia I/B. Mr. Y.H. Appa, Advocate.
Industry	Banking.

Bombay, dated the 17th June, 1981

CHAPTER I

PRELUDE

1.1 In a developing country like India industrialisation plays an important role. The country cannot do without it. However, in the wake of social and economic changes caused by industrialisation the country has also to encounter with problems connected with labour and management. That inevitably creates industrial unrest. Industrial unrest has spread all over India and has come to stay not only in industry carried on with the help of machines but also in trade and commerce. The premier banking institution like the Reserve Bank of India is also not free from it. The baanking industry as a whole, including the Commercial banks, had its teething trouble right from the year 1946 and the first stage of agitation culminated when Sastry Award was given in the month of March, 1953. A large number of employees and even some

banks concerned in the dispute felt aggrieved by the provisions contained in the Sastry Award. In the appeal, however, larger benefits came to be conferred on the employees by the Labour Appellate Tribunal. This in turn bestirred some bankers so that some changes were made in the decision of the Labour Appellate Tribunal by the Central Government. But, soon the Government succumbed to the discontent among bank employees and appointed a commission to look into the matter. As a result of it some modifications were introduced into the Sastry Award by enactions the Industrial Disputes (Banking Companies) Decision Act (41 of 1955).

1.2 The Sastry Award, modified as aforesaid, was to remain in operation till 31st of March, 1959. By that time there was considerable expansion of banking as an industry. The workman employed in banks had become dissatisfied with the conditions of service. In July, 1957, the 15th session of the Indian Labour Conference formulated certain principles governing wage fixation. The expectations of workmen were aroused thereby so that in 1960, the National Industrial Tribunal (Bank Disputes) Bombay, presided over by Justice Desai was constituted. The reference to the Tribunal was in two Parts; one relating to the Commercial banks and the other the Reserve Bank of India. The two awards were given early in June, 1962 and in September, 1962 respectively.

1.3 The price structure still showed upward trend and the employees in the banking industry refused to be satisfied with the ameliorative measures so far taken. Armed with the reports of the Experts Committee on the rise in the consumer price index numbers, there was strong demand followed by agitation on the part of the employees for the revision of the pay scales. The Commercial banks and the representatives of their employees entered into negotiations and had a bipartite settlement. This was in the year 1966. On this background, an adjudication had become necessary in relation to the Class III employees of the Reserve Bank of India. The parties concerned agreed to referring the dispute for arbitration under Section 10A of the Industrial Disputes Act, and that is how an award known as the Aiyar Award, was passed in February, 1968.

1.4 Demand for revising the time scales, giving dearness allowance to combat the rising prices, granting other facilities by providing quarters or by sanctioning different allowances, continued and ultimately as far as the Reserve Bank of India is concerned, there was settlement dated 7th October 1970. This was a bipartite settlement entered into by the management of the Reserve Bank of India on the one hand and the All India Reserve Bank Employees' Association representing the majority of the workmen in Classes II and III on the other hand. This settlement was retrospective from 1st January, 1970 and was to remain in operation for four years. As a result the settlement ended by the last day of December, 1973. Circumstances had changed aspirations were heightened, and the living conditions showed a marked difference, so that the employee of the Reserve Bank of India were impatient for securing better service conditions. The All India Reserve Bank Employees' Association, submitted a fresh charter of demands. That was on or about 18th April, 1974. By about that time, other responsive Unions were also at work among the employees of the Reserve Bank of India, which were spread all over India. The All India Reserve Bank Workers' Organisation, was also demanding talks across the table, with the management of the Reserve Bank of India which had recognised the Association as the representative body. The Organisation had also submitted a charter of demands on 3rd April 1974, although it seems that the charter was prepared on 12th March, 1974. Another unit called the All India Reserve Bank Karamchari Federation, had submitted a charter of demands on 4th May, 1974.

1.5 When the cross section of the employees were thus praying and pressurizing for the change in the conditions of service conciliation proceedings under the aegis of the Chief Labour Commissioner (Central) were initiated. That was however from 13th January, 1978 that is to say nearly after an interval of four years, from the time the previous settlement had come to an end.

1.6 These proceedings lasted well over a year until 14th June, 1979. Initially, conciliation proceedings were with the management on the one hand and the 'Association' on the other hand. Soon, however, the 'Organisation' was also called to participate. From the material available, it seems that the Chief Labour Commissioner (Central) was holding bilateral proceedings once qua the Association, other time qua the Organization. This could possibly be because, in spite of both the Unions clamouring for the welfare of the employees, the Association and the Organisation could not see eye to eye and also because the Reserve Bank of India may not have found it convenient to have direct discussions with the Organisation when it had not recognized that body. It is, however, clear that the Chief Labour Commissioner (Central) entered into discussions on the two charters of demands of the two union. Unfortunately, the discussions failed and the failure report appears to have been made to the Central Government by the Chief Labour Commissioner (Central) on 12|15th June, 1979.

1.7 On 16th June, 1979, the Central Government referred the dispute to the National Tribunal for adjudication listing 35 items figuring in both the charters with which we are now concerned. Even so it appears that the agitational approach had not stopped. On 4th July, 1979, the President of India promulgated an ordinance viz., the Reserve Bank of India (Maintenance of Services) Ordinance, 1979, inter alia, providing for ban on a strikes in the Reserve Bank. Pursuant to that ordinance, on the next day Central Government came with an order banning the strikes in the Reserve Bank of India.

1.8 The employees getting perturbed over such action of the management and a part of it represented by the Association possibly not being able to reconcile themselves with the order of Reference dated 16th June, 1979, moved the High Court of Calcutta challenging the bona fides of the Government in making a reference to the adjudication. On 15th of July, 79 an order for the interim stay of the proceedings before the National Tribunal came to be issued. Five days later, on 20th July, 1979, the 'Association' secured another order at the hands of the Calcutta High Court staying operation of the Government's order dated 5th July, 1979, banning the strikes, passed under the ordinance of 4th July, 1979 Ultimately, that ordinance was allowed to lapse perhaps because of the change of Government in the Centre as suggested by some contestants. But, in the meantime on 4th August, 1979, the Bank and the Association entered into an agreement for ending the stalemate in the talks on the Association's charter of demands. With the peculiar stand they had taken in respect of the reference for adjudication, they agreed on 10th August, 1979, with the management to resume bilateral talks on the charter of demands with a view to restore normalcy and mutual relationship in working of the Bank. Getting responsive to the agreement of 4th August, 1979, on 7th August, 1979, the Bank took steps to revoke suspension orders of the employees, to withdraw disciplinary proceedings initiated against the agitating employees and to drop the proceeding initiated under the ordinance. The change of mood permeated, with the result that the High Court of Calcutta was moved to vacate the stay in relation to adjudication proceedings so that on 26th October, 1979, the stay order was vacated enabling the National Tribunal to go ahead with the reference.

CHAPTER II

The Reference

2.1 The Order of reference is published in the Gazette of India, Extraordinary, dated 16th June, 1979, whereby Government of India, Ministry of Labour in exercise of its powers conferred by section 7B of the I. D. Act, 1947, constituted a National Industrial Tribunal with its Headquarters at Bombay and appointed me as the Presiding Officer of the Tribunal. By the said Order in exercise of its powers conferred by sub-section (1A) of Section 10 of the said Act, the Central Govt. referred the industrial dispute, between the employers in relation to the Reserve Bank of India and their Class III workmen, more particularly set out in the Schedule to the said Order, to the National Industrial Tribunal so constituted for adjudication. A copy of the said Order will be found in Appendix 'A'.

2.2. Upon receipt of the reference the National Tribunal issued a notice dated 5th July, 1979, for preliminary hearing returnable on 18th July, 1979. The notice was served on the Governor, Reserve Bank of India (hereinafter referred to as 'the Bank') the General Secretary, All India Reserve Bank Employees' Association, (hereinafter referred to as 'the Association') and the General Secretary, All India Reserve Bank Workers' Organisation (hereinafter referred to as 'the Organisation'), to whom the aforesaid order was forwarded by the Government. In response to that notice, the Bank and the

Organisation filed their appearance. However, no further proceedings could be conducted by reason of the blanket stay order granted by the High Court of Calcutta on 15th July, 1979, in Writ Petition No. 9371 (W) of 1979. That stay order was vacated on 26th October, 1979. On 21st November, 1979, when the effective hearing on the reference started, several applications were received from different parties for making them as parties to the dispute. Arguments were heared and on 7th January, 1980, I have passed an Order disallowing some applications, but granting audince to the following applicants namely All India Reserve Bank Karmachari Federation (hereinafter referred to as 'The Karamchari Federation'), All India Reserve Bank Employees' Co-ordination Committee (hereinafter referred to as 'The Karmachari Federation'), All Reserve Bank Ex-Servicemen Employees' Welfare Association (hereinafter referred to as 'The Ex-Serviceman Association'), All India Reserve Bank Cash Deptt. Staff Union (hereinafter referred to as 'the Cash Department Union'), and All India Reserve Bank Scheduled Caste/Tribe Employees' Federation (hereinafter referred to as the S.C./S.T. Employees' Federation). A copy of the Order dated 7th January, 1980, allowing the aforesaid parties to address the Industrial Tribunal on behalf of Class III workmen will be found in Appendix 'B'.

2.3 On 21st November, 1979, the Organisation filed an application asking for interim relief. This was supported by the other contesting parties at the time of hearing which took place after 7th January, 1980. By my Award dated 19th February, 1980. I have granted interim relief in terms indicated in that Order. A copy of that order will be found in Appendix 'C'.

2.4 On 22nd January, 1980, the Co-ordination Committee, the Ex-servicemen Association and the S.C./S.T. Employees' Federation filed applications asking for directions to the Bank to pay travelling allowance, halting allowance etc., for their representatives attending the Court for the hearing of the reference. By my Order dated 19th February, 1980, I have dismissed that claim. A copy of that Order will be found in Appendix 'D'.

2.5 At the commencement of the hearing on 21st November, 1979, the Organisation filed its statement of claims. The Bank and the Association, however, had in the meantime on 28th September, 1979, entered into settlement on some major items of the reference. Hence, by a joint application given that day, they prayed for an Award in terms of the settlement. On that day a request by the other interested Unions to file their claim later on was granted. The settlement however was expanded by further agreements between the Association and the Bank arrived at on 21st November, 1979, and on 12th March 1980. Consequently, by applications dated 23rd November, 1979, and 21st March, 1980, request was made to pass a consent award in terms of the original settlement as well as the supplemental agreements of settlement. These agreements will be found in Appendix 'E'.

2.6 Earlier the Coordination Committee and the Ex-Service men Association had filed their statement of claims on 11th January, 1980. The Karmachari Federation filed its statement of claims on 14th January, 1980. The Cash Department Union had also filed their statement of claims on 14th January 1980. The S.C./S.T. Employees' Federation had filed their statement of claims on 14th January, 1980. The Association filed the statement of claims and statement-in-opposition on 22nd July, 1980. The Bank filed a statement of claim and the objections to the statement of claims of other parties on 19th February 1980.

2.7 Although applications for passing award in terms of the agreements of settlement between the Association and the Bank have been given, it is apparent that the agreements do not include all the items under Reference. For such of the items which are excluded from the settlement, independent hearing will have to take place. Consequently, the award gets divided into two parts; one, the award on the exclude items and the other either an award in terms of the settlement or an award in respect of the items included in the settlement, if the settlement is not looked upon as sufficient to bind all the employees of the Reserve Bank of India. The excluded items barring some portions of the items already covered by the settlement are items in which the management is interested in getting an understanding between them and the employees. On discussion, it is found convenient first to decide whether there should be an award in terms of the settlement or not, and then to touch the remaining aspect. Consequently, the present order will deal with the question whether an award in terms of the settlement need be passed.

2.8 When the hearing of the applications for passing Award in terms of the settlement between the Association and the Bank was in progress on 22nd July, 1979 and 1st August, 1979 certain Class III workmen of the Bank filed two complaints under section 33A of the Industrial Disputes Act, 1947, being complaint No. NTB-2 of 1980 and NTB-3 of 1980, alleging that during the pendency of the reference the Bank by issuing Administrative Circular No. 6 on October, 10, 1979, changed their conditions of service inasmuch as that circular modified the promotional scheme without the permission of the Tribunal and therefore contravened section 33A of the Industrial Disputes Act, 1947. Since the provisions of the impugned circular were to come in force soon thereafter, these complaints were taken in hand for disposal. The Bank filed its say. The arguments were heard on 3rd September, 1980. I gave my award that the aforesaid circular did contravene section 33 of the Industrial Disputes Act, and that therefore promotions effected on the basis of that circular could not be respected. A copy of the said Order will be found in Appendix 'F'.

2.9 A number of points inclusive of the jurisdiction of this Tribunal to consider claims made on sectorian basis and the power of the Tribunal to go into questions relating to Promotions etc., arise for decision and are dealt by me in the pages that follow. For that purpose it will be necessary to study the details of the settlements.

CHAPTER-III

Parties to the Settlement

3.1 The three agreements of settlement one of 28th September, 1979, the other of 21st November, 1979 and the third supplemental agreement of 12th March, 1980, are signed on the one hand by the Reserve Bank of India and on the other hand by All India Reserve Bank Employees' Association (Vide Appendix 'E'). It is a settlement between the Union and the management. But the Tribunal can make an award in terms of the private settlement, binding on all the employees of the Reserve Bank if certain judicial tests are satisfied. For that purpose each item of the settlement may have to be looked into. But for appreciating that discussion, particularly regarding the scales of pay and Dearness Allowance, it looks necessary to go into the unique position of the Reserve Bank of India, the employer.

3.2 The Reserve Bank of India is a statutory Corporation established under the Reserve Bank of India Act, 1934 which was brought into force on 1st April, 1935. Originally, it was shareholders' bank. But by reason of the Reserve Bank of India (Transfer to public ownership) Act, 1948, which came into force on 1st January, 1949, the ownership was transferred to the Central Government. The entire capital of the Bank thus stands transferred to and vested in the Central Government. Apart from the fact that the Bank is an organisation wholly controlled by the Central Government, it is important to note that it functions as the Central Bank of the Country and discharges functions which are primarily of a sovereign nature. The Central Banking is an idea now prevailing among all developed and developing nations. M. H. Dekock in his book 'Central Banking' 4th Edition, writes on the characteristics of a Central Bank as follows :

> "The question as to which function more particularly characterized a bank as Central Bank had exercised the minds of several economists during the interwar period when the surge of new Central Banks began to manifest itself. For example, Hawtrey regarded its function as the lender of last resort as the essential characteristic of a central bank and pointed out that, while the right of note issue gave a bank a great advantage in facing the responsibilities of the lender of last resort, it could nevertheless perform that function without the right of issue. Vera Smith, on the other hand, said that 'the primary definition of central banking is a banking system in which a single bank has either a complete or a residuary monopoly in the note issue' and that 'it was out of monopolies in the note issue that were derived the secondary functions and

characteristics of our modern central bank's, whereas Shaw held that 'the one true, but all the same time all sufficing function of a Central Bank is control of credit.

Kisch and Eklin considered that the essential function of a central bank is the maintenance of the stability of the monetary standard', which 'involves the control of the monetary circulation', while Jauncey said that 'clearing is the main operation of central banking'. In the Statutes of the Bank for International Settlements, on the other hand, a central bank in any country to which has been entrusted the duty of regulating the volume of currency and credit in that country.".

As the learned author says:

"It is difficult to single out any particular function as the characteristic one or name all the functions in the order of their importance, since they are interrelated and complementary."

He however deals with the seven important functions in seven different chapters and the heading of those chapters would show how the learned author looks at Central Banking, as the bank of issue; the Government's banker, agent and adviser; the custodian of the cash reserves of the commercial banks; the custodian of the Nation's reserves of international currency; the bank of rediscount and lender of last resort; the bank of Central clearance, settlement and transfer, and the control of credit. The last function, the control of credit has many remifications and can be achieved in diverse ways by discount rate policy, open market operations, variable reserve requirements, exchange control, fiscal policy etc.

3.3 In the light of the above discussion, the Reserve Bank of India can trusy be stated to be doing the central banking. It is the Central Government which controls the Reserve Bank of India, Section 7(1) of the Reserve Bank of India Act, 1934 shows that the Central Government can give directions to the Bank. The Governor, the Deputy Governors and the entire Central Board of Directors of the Bank are nominated by the Central Government under Section 8 of the Act. The local Boards are also constituted by the Central Government. Under Section 11 of the Act, Central Government is empowered to remove from Office the Governor, a Deputy Governor or any other director or member of the local board. Power to supersede the Central Board is also given under section 30 of the Act.

3.4 A look at section 47 of the Act would show that the balance of the profits of the Bank are paid to the Central Government. The Bank is exempt from payment of incometax as laid down undersection 48 of the Act and section 57 provides that the Bank *shall* not be placed under *liquidation* save by the order of the Central Government and in such manner as it may direct.

3.5 The principal function of the Bank as stated in the preamble to the Act is to regulate issue of bank notes and maintain the reserves of the country with a view to securing monetary stability in India and generally to operate currency and credit system of the country to its advantage. Section 22 confers on the Bank the sole right to issue bank notes in India. The Bank notes so issued are legal tender by virtue of section 26 of the Act. Under Section 39, it is the obligation of the Bank to supply different forms of currency in exchange.

3.6 Under the Banking Regulation Act, 1949, the Bank regulates the activities of banks in India including co-operative banks. It has power to license banks and to grant licences for opening of branches, power to inspect banks and also power to give directions to the banks. Every scheduled bank is required to maintain certain *minimum average daily balance* with the Reserve Bank in view of section 42. Failure to do so attracts the penalties provided therein.

3.7 The administration of exchange control is also vested in the Bank under the Foreign Exchange Regulation Act, 1973. With the help of that Act, the Bank regulates all transactions in foreign exchange in India. It lincences various dealers that is to say, banks are authorised to deal in foreign exchange and money changers. The Bank has power to issue directions to persons dealing in foreign exchange.

3.8 Chapter III-B of the Reserve Bank of India Act, 1934, gives power to regulate activities of non-banking companies also and in particular the function of acceptance of deposits by such non-banking companies is controlled by the Bank.

3.9 The Bank acts as bankers to the Central and State Government. There are statutory obligations to transact the banking operations of the Central Government as laid down in section 20 of the Act. The Bank also transacts banking operations of states pursuant to agreements entered into with the State Governments.

3.10 One more function of this Bank is to work as the main refinance agency in India. Loans and advances are granted to scheduled banks and co-operative banks. Long term loans to financing agencies like the Industrial Development Bank of India, Industrial Finance Corporation of India and State Financial Corporations which in turn give financial assistance to the industry, are refinanced by the Bank. It also refinances loans for agricultural purposes by granting advances to State Cooperative banks and the Agricultural Refinance and Development Corporation. It is worth noticing that such loans are granted at subsidised rates of interest, thus showing the national interest through the agency of the Bank.

3.11 In Reserve Bank of India Vs. N. C. Pallival reported in AIR 1976 SC 2345, it is held by the Supreme Court that the Bank is a State within the meaning of Article 12 of the Indian Constitution. The Supreme Court has also further observed in All India Reserve Bank Employees' Association Vs. Reserve Bank of India reported in AIR 1965 (II) LLJ 175 as follows at page 194 :

"The Reserve Bank is not a profit making commercial undertaking. Its surplus income is handed over to Government and becomes national income. Its main sources of income are discounting treasury bills and interest on *sterling* securities and *rupee* securities held against the note issue. Income from exchange on remittances, commission on the management of Public debt and interest on loans and advances to banks and Governments is small It would, therefore, appear that the Reserve Bank is not a proper place to determine what the need based minimum wage should be and for initiating it. It cannot also be overlooked that even without the formula it pays better wages than elsewhere."

3.12 The report of the Pillai Committee in para 3.29, page 29, observed that "the Bank is not comparable with the Commercial banks in the same sense as the State Bank of India is comparable with nationalised banks. The bank being the central banking authority occupies the unique position in that while it undertakes certain banking activities and earns profit therefrom, it also undertakes sovereign functions." The employees of the Bank are public servants as defined in section 21(12) of the Indian Penal Code. They are also public servants for the purpose of the Prevention of Corruption Act, 1947.

3.13 This is thus the special status of one of the parties to the settlement. The other party is the recognised union, the Association. The Bank is honouring its obligations with the association when it has recognised the association although as made clear in one of my earlier interim judgements. The association has not bound itself by the code of discipline.

CHAPTER-IV

The Tests for accepting the settlements for making an Award

4.1 The three agreements constituting the settlements between the Bank and the Association is a partial settlement because all the 35 items of reference are not covered, by it. Since the settlement is only by one union, the Association, in the ordinary course it would be binding only on the members of the Association However, the Tribunal can look into the merits of the settlement for finding out whether an Award binding all the employees should be passed in terms of that settlement. In the process of assessing the settlement on merits assistance of other parties becomes valuable to the Tribunal. According to 1960, II LLJ 556, Coimbatore District Mill Workers Union Vs. The Dhanlakshmi Mills Ltd., it is open to the Tribunal to adopt a settlement and to make an Award. The decision in Sir Silk Ltd., Vs. Government of Andhra 1963, II LLJ. 647 at page 650 lays down that :

"a settlement of the dispute between the parties themselves is to be preferred where it can be arrived at to industrial adjudication as the settlement is

likely to lead to more lasting peace than an Award as it is arrived at by the free will of the parties and is a pointer to their being goodwill between them".

It is further observed that :

"It would be very unreasonable to assume that the Industrial Tribunal would insist upon dealing with the dispute on the merits even after it is informed that the dispute has been amicably settled between the parties and there can be no doubt that if a dispute before the Tribunal is amicably settled, the Tribunal would immediately agree to make an Award in terms of the settlement between the parties".

Although the settlement with which we are concerned is partial, covering some points only. In Hotel Imperial Vs. Hotel Workers' Union 1959 II LLJ 544 the Supreme Court has observed at Page No. 551.

"It is also open to the Tribunal to make an award about some of the matters referred to it whilst some others still remain to be decided."

Therefore there can be an award in respect of the items embodied in the settlement.

4.2 If we now look to the decision in Maria Soans Vs. Commonwealth Hosery Factory, Balmatta 1968 II LLJ 438, it will be found that the workers in the establishment were members of two unions. Notices of adjudication were sent to both unions but the settlement was reached between one of the unions and the management, pending adjudication. The award passed in terms of such settlement was taken as valid, that is to say the ratio is that the settlement with one union can be the basis or foundation of an award. Remarks at page 441 col. 1 reproducing the observations of the Supreme Court in Amalgamated Coffee Estates Ltd. Vs. their workmen 1965 II LLJ. 110, are as follows :

"the non-participation of another union in the settlement reached between the management and one of the unions becomes irrelevant if the settlement is otherwise fair and reasonable."

Amalgamated Coffee Estates Ltd., is a case where number of coffee, tea and rubber estates in south India were parties to the award given by the Special Industrial Tribunal for plantations, Coimbatore pending appeals by the management before the Supreme Court, a large number of workmen employed by the appellants had accepted the payments consistently with terms of the agreement settled by the employer. The settlement was fair settlement having regard to the basic facts of the dispute between the parties. Although therefore some unions representing the employees had not entered into the settlement, as the settlement was found to be fair the award passed on it was allowed to stand. The two tests therefore that emerge out for accepting the settlement by the Tribunal are the fairness of the settlement and its acceptance by a large number of workmen.

4.3 The next case in order on this point is, workmen of Harisons Crofield Ltd., Vs. Harison Crofield Ltd., 1969 I LLJ 61 where a reference under section 10 of the Industrial Disputes Act, was pending and where one of the issues related to the revision of salary. Just prior to the Reference the Management had entered into a settlement with one union settling salary and gratuity among other things. Pending adjudication conciliation settlement was effected in full and final settlement of all claims. Subsequently there was a tripartite agreement between the management on the same terms and conditions contained in the conciliation settlement. The contention raised was that the scaling down of gratuity was beyond the jurisdiction of the Tribunal. when the reference was for "revision of salary". That contention was negatived holding on the facts of the case that the question of gratuity arose as a matter incidental for the proper and just adjudication on the revision of salary. The overall position was that out of a total employment strength of 384 workmen, 362 had accepted the conciliation settlement. regarding salary and gratuity. It is observed vide head notes :

"A settlement accepted by such a large majority of workmen would be just and fair in the interest of the industry or the workmen in general".

Observations in this connection on page 65 Col. 2 are as below :

"It is well settled principle of industrial law that a minority shall not be allowed to jeopardise the rights of a majority".

The main criteria for accepting the settlement therefore is the justness and fairness of the settlement together with the response given to it by the workmen.

4.4 Sital Vs. Central Government Industrial Tribunal 1969 II LLJ 275, is another case decided in the same year. However, the complexion of the dispute differed. When an Industrial dispute was referred to the Central Government Industrial Tribunal Jabalpur, it merely incorporated in the award the terms of the settlement between the parties before it. That award was declared invalid by the High Court of Madhya Pradesh and the observations in that respect at Page 280 are as follows :

"It is not that a compromise arrived at between the parties before a tribunal may not be considered by it at all, but the tribunal cannot deal with it like a settlement between the parties to suit which may be recorded under Order XXIII, rule 3 of the Code of Civil Procedure. The reason is that the award made by the tribunal is, under S. 18 of the Act, binding on all workmen where parties as nominee or represented before the tribunal or not. It shows that the tribunal cannot regard the matter as a settlement of a dispute between two or more parties before it. Nevertheless, it can adopt the compromise entered into by these parties as the foundation of its award after considering whether it is a fair and just settlement of the disputes."

There should therefore be no mechanical adoption of the agreement of settlement but the terms of the settlement ought to be scrutinised on the test of justness and fairness.

4.5 In this context we can usefully refer to the observations made in Sirsilk Ltd., Vs. Government of Andhra Pradesh-1963. II LLJ. 647, while considering the situation where a settlement was arrived at between the parties to a dispute after the award was given by the Tribunal, but before its publication by the Government, in deciding that the Government ought to refrain from publishing such award because no dispute remained to be resolved, and for answering some of the likely criticism it is said at page 651 Col. 1 as follows :

"It is however, urged that the view we have taken may create a difficulty inasmuch as it is possible for one party or the other to represent to the Government that the settlement has been arrived at as a result of fraud, misrepresentation, or undue influence or that it is not bending as the workmen's representatvie had bartered away their interests for personal considerations. This difficulty, if it is a difficulty, will always be there even in a case where a settlement has been arrived at ordinarily between the parties and is binding under S. 18 (1), even though no dispute has been referred in that connection to a tribunal."

These observations of the Supreme Court therefore, caution us in finding out that the settlement is not fraudulent, not entered out of misrepresentation or undue influence and not arrived at by ignoring the interests of the workmen. The other fact of the justness and fairness is unfolded in this manner.

4.6 A reading of the decision in L. I. C. High Grade Assistants Association Vs. L.I.C. 1973 I LLJ 87 would show that there were two references to the National Industrial Tribunal regarding dispute between L. I. C. and its employees. In one of the two references a memorandum of settlement was filed and an award was passed by the Tribunal after applying its mind. In the other reference a similar settlement was arrived at except in respect of one item relating to rules regarding promotions. By a joint memorandum workmen withdrew that item from the reference, the management agreed to hold discussion on it with representatives of the workmen for review of existing rules. A Composite award was then passed in other reference also. As agreed the management held negotiations on the point of promotion, the excluded item, but excluding the petitioners' association. New rules of promotion were framed and notice of change under section 9A of the Industrial Disputes Act was given. Those rules came to be challenged stating that the Tribunal enjoined to pass an award on the subject matter referred to it cannot avoid its duty and allow the parties thereto to settle one of the issues by negotiaions between

themselves. It is held by the High Court of Madras as follows at page 94 Col. 1 para 12.

> "Under no circumstance the Tribunal can fail in the duty to make an award after a full hearing and make an award after partial hearing but after having been thoroughly and consciously satisfied that any settlement as regards some of the matters projected in the enquiry were satisfactory settled as between the parties not only to their satisfaction but to the satisfaction of the Tribunal also. "

In paragraph 18 it is further observed :

> "In the present case the tribunal without any such determination by itself of the issue question and without applying its mind to the fairness or justness of the request made by the parties, left one issue unresolved and consequently it failed to discharge its public duty in not pronouncing an award after hearing parties on the subject and after exercising its mind thereto"

It is thus emphasized that a Tribunal can make an award in terms of a settlement only after applying its mind and getting judicially satisfied. For this purpose the further relevant observations are at page 93 para 9 as follows :

> 'Even if the parties to a dispute come to a settlement by mutual discussions outside the field of industrial adjudication, even then the Tribunal cannot abdicate its duty to find out the process by which such a settlement has been arrived at and weigh the pros and cons of the same, apply independently its mind to it and thereafter determine the dispute or question in the light of such settlement. Mere mechanical adoption of a settlement reported by the parties to an industrial dispute as if it has been settled out of Court without any further probe into its propriety, the means by which such an end was reached and whether the settlement really has determined the dispute or question would not amount to a passing of an award even though the award would literally state that an award in terms of such a settlement is passed. " '

4.7 In workmen of Govt. Silk Weaving Factory Vs. Presiding Officer, Industrial Tribunal, Bangalore 1973-II LLJ 144, a, dispute regarding emoluments, termination of services, transfers, suspension etc., was referred to the Tribunal. The Registered Union of Workmen was divided in two groups Evidence of an office bearer of one group was recorded regarding the settlement filed by that group. Objection of the rival group was rejected. Award in terms of the settlement was passed. When that Award was challenged in the Supreme Court the action of the Tribunal in deciding the two issues (1) whether the workmen or a majority of them, through their accredited representatives, have entered into a settlement of compromise with the management; and (2) whether the terms of such settlement are to the manefest advantage of the workmen, was approved. The finding was that the settlement was between a subsantial number of workmen on the one hand and the management of the factory on the other hand aand that the terms of the settlement were very fair and just and that the workmen had received considerable benefits under the settlement. The observation in the pecultimate paragraph are as follows :

> "It is clear as found by the Tribunal accepted by the High Court that the settlement is beneficial to a substantial body of workmen."

Reasonableness, fairness and benefit to majority of workers are thus the criteria for accepting the settlement.

4.8 The latest decision on the point would be found in AIR. 1977 S.C. 322, Herbertsons Ltd., Vs. the Workmen. A dispute between D&P Products (Private) Ltd., and their Workmen was referred to the tribunal. A written statement was submitted by the Member Mazdoor Sabha, D&P Products (Private) Limited came to be amalgamated with Herbertsons Ltd., subsequent to the order of reference. An award was made on items including the Dearness Allowance etc. The Company preferred an application for special leave against the award. Consent terms for staying the award were filed by the parties without prejudice. These consent terms were modified pending the hearing of the application for stay. In the meantime, Mumbai Majdoor Sabha lost its representative character and the majority was with Bombay General Kamgar Sabha inclusive of the Secretary of the earlier union crossing over and becoming President of the other union. With that change, there was a settlement and the parties applied to the Supreme Court for an award in terms of the settlement in substitution of the award of the Tribunal. The number of workmen concerned in the dispute was 210. The new union claimed following of 193 workmen the old one claiming 55 persons. It was obvious that a large number of workmen had accepted the settlement. By way of a preliminary order the Supreme Court set down for disposal by the Tribunal the issue whether the earlier union showed that the settlement was not valid and binding on its members and whether it was fair and just. The Tribunal gave the finding that the disputed settlement so far as it affected workmen at or just above the subsistence level, was not fair, just and reasonable by reason of scheme of Dearness Allowance. Otherwise the rest of the disputed settlement was fair, just and reasonable. The observations of the Supreme Court in this connection as at para 15 are as follows :

> "Since a recognised and registered union had entered into a voluntary settlement this Court thought that if the same were found to be just and fair that could be allowed to be binding on all the workers even if a very small number of workers were not members of the majority union. "

In paragraph 19 the Court has remarked that the loss in Dearness Allowance could have been even double the figure given by the president. That however, per se, does not make the settlement unfair, or unreasonable. Considering revised textile allowance and considering that the settlement was for a period of three years whereas the award was only for one year, the observations in paragraph 20 are :

> "Having regard to the totality of the terms of the settlement we are unable to agree with the Tribunal that the terms are in any way unfair or unreasonable. "

4.9 There is one more test laid down and that is regarding the time of settlement. The observations in paragraph-21 are as follows :

> "Besides, the settlement has to be considered in the light of the conditions that were in force at the time of the reference. It will not be correct to judge the settlement merely in the light of the award which was pending appeal before this Court. So far as the parties are concerned there will always be uncertainty with regard to the result of the litigation in a court proceeding. When, therefore, negotiations take place which have to be encouraged, particulraly between labour and employer in the interest of general peace and well-being, there is always give and take. Having regard to the nature of the dispute, which was raised as back as 1968, the very fact of the existence of a litigation with regard to the same matter which was bound to take some time must have influenced both the parties to come to some settlement. The settlement has to be taken as a package deal and when labour has gained in the matter of wages and if there is some reduction in the matter of dearness allowance so far as the award is concerned, it cannot be said that the settlement as a whole is unfair and unjust".

4.10 Observations in paragraph 25 also appear material and they can be reproduced as follows :

> "There may be several factors that may influence parties to a settlement as a phased endeavour in the course of collective bargaining. Once cordiality is established between the employer and labour in arriving at a settlement which operates well for the period that it is in force, there is always a likelihood of further advances in the shape of improved emoluments by voluntary settlement avoiding friction and unhealthy litigation. This is the quintessence of settlement which courts and tribunals should endeavour to encourage. It is in that spirit the settlement has to be judged and not by the yardstick adopted in scrutinising an award in adjudication."

4.11 Further in paragraph 27 it is laid down as follows :

> It is not possible to sean the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the court will be slow

to hold a settlement as unfair and unjust. The settlement has to be accepted or rejected as a whole and we unable to rejected it as a whole as unfair and unjust. Even before this Court the 3rd respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgement, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. "

4.12 The propositions that could be elicited from Harbertsons Ltd., (Supra) as and the other cases are that negotiations must be encouraged in the interest of the workmen and in the interest of industrial peace. A settlement arrived at in such a manner has to be given due weight and consideration as long as it is not maiafide or fraudulent or obtained by corruption or other inducemetnt. The entire efforts in scrutinising the settlement of this nature is to find out whether the settlement is just and fair. Acceptance of the settlement by a majority of the workmen is always a material factor for consideration. As long as there is absence of malafides or ulterior motive any union can enter into negotiations and can forward a settlement which is accepted by large majority. It may happen that a settlement is accepted by an over-whelming majority. If that is so, it could be prima facie indicative of it being beneficial to all and likely to be just and fair. When scrutinising a settlement the purpose should be to weigh the totality of terms and not to emphasise one term or the other.Numerical strength of the members of the union opposing the settlement would also have an important bearing on the question whether the settlement though accepted by majority of workmen is just and fair. A settlement has always to be considered in the light of the conditions prevailing at the time of the reference. If a settlement leaves something to be decided between the company and the union, it does not become bad on that count. Because the question of adjudication must be distinguished from voluntary settlement and principles of adjudication must be ignored. It is the collective bargaining which has to be encouraged, the settlement must not be seen in bits and pieces.

4.13 The above principles have been approved in a latter case reported in 178 I LLJ. 481, New Standard Engineering Company Ltd. vs. M. L. Abhankar and others. The Justness and fairness of a settlement was the subject matter of the appeal and it has been said in paragraph 7 at page 490 as follows :

"Settlement of labour disputes by direct negotiation or settlement through collective bargaining is always to be preferred for, as is obvious, it is the best guarantee of Industrial peace which is the aim of all legislation for the settlement of labour disputes".

At page 491, Col. 1 the further observations are as follows :

"The question of justness and fairness of a settlement should, in a case like this, be examined with reference to the situation as is stood on the date on which it was arrived at i.e. on July 31, 1973."

It is further said in paragraph II as follows :

"It is well-known that the possibility of an adverse decision by the Court operates as a positive force in favour of deliberate and careful effort by both parties to settle their dispute through direct negotiations. And we have no doubt that it is that force which has brought about the settlement under consideration. Then there is the further fact, that as has been stated by the Tribunal, the workmen were liable, in the amounts which had already been paid to them event of the success of the company, to a refund of that understanding".

CHAPTER V

OPINION POLL

5.1 From the foregoing discussion it is clear that a settlement must be just and fair if an award is to be passed in terms of it. Acceptance of the settlement by the workers concerned is one of the criterions for finding whether the settlement is just and fair. It was claimed by the Association that they were representing an overwhelming majority of Class III workers and as such the settlement arrived at by the Association must be taken as accepted by an overwhelming majority of persons and hence decidedly fair, reasonable and just. However, the claim of the Association to represent the overwhelming majority was in the first place not accepted by the Organisation, the Karmachari Federation and Others, who were allowed to address the Tribunal. It was also stated that prima facie, though the terms agreed upon may be appearing as making an improvement over the old conditions, number of points have been disregarded and the employees deprived of the opportunity to get further improvement. It is thus said that the settlement could have been far more beneficial and as there is a lapse on the part of the Association to make it comprehensive, it would be in the large interest of the workers not to tolerate it. The settlement on the whole is thus said to be not just and fair.

5.2 Although the Association had offered to file affidavits of their members, I did not find that method satisfactory to conclude whether a large majority of workmen have accepted the settlement as it exists. There was always a possibility of the error factor in that certain persons may be members of two Unions or that certain persons may have out of duress become members and may file affidavit showing that they approved the settlement though in fact the settlement was not be to their satisfactory or certain persons may have changed their allegiance. There was a possibility of landslide change in the membership of the Association. On the other hand certain employees though members of other Organisations or not being the members of any Union may like the settlement as it exists and therefore instead of leaning on the membership of the Association or going into the cobweb of finding out its membership, I found it convenient to go to the concerned workmen direct. I also decided that they should have the chance to express their opinion confidentialiy. Consequently, I thought upon the idea of taking an opinion poll under which each worker, given a paper to say yes or no regarding the acceptance of the settlement would cast his vote in a sealed box and the Tribunal would be in a position to know from all over India as to how many workers were in fact in favour of the acceptance of settlement.

5.3 This was a gigantic task and the Tribunal with its present resources the manpower as well as finance, could not have translated the idea into action. I, therefore, decided to take the assistance of the Ministry of Labour, Government of India. The Ministry of Labour was requested to spare the services of the Chief Labour Commissioner (Central) and the Organisation working under him, namely, the Asstt. Labour Commissioners and Labour Enforcement Officers. The Reserve Bank of India was also requested to give administrative assistance and it is worth mentioning that the Bank has came forward with the entire possible assistance they could give.

5.4 I devised the method of sending my representatives to each place where the office of the Reserve Bank was situated. Polling arrangements were made with the help of the Reserve Bank of India Office at each place. The actual polling was entrusted to the persons from the Labour Commissioner's office. My representatives-cum-commissioner were to work as observers and to give overall guidance to establish uniformity. For this purpose the plan of election was so scheduled that it should be completed in minimum possible time. Instructions were given before holding of the poll and instructions were also given regarding the manner in which the ballot boxes were to be collected, sealed and despatched to my office in Bombay. Ballot papers were prepared here and were distributed on key-system preserved in the office. The ballot boxes were checked at each station before the poll by the persons incharge of the election. Instructions were given for preparing the list of employees entitled to vote, as also for using rooms for holding the election. Instructions were also given regarding the way in which ballot papers were to be used, marked and folded before dropping into the ballot box. Each employee receiving the ballot paper was required to put his signature on the upper counterfoil of the ballot paper. The counterfoils were collected and sealed immediately after the closing of the election and despatched to my office. In this manner the election was conducted. I am happy to say that it went on most smoothly. There was not the slightest disturbance

or dislocation at any centre, not an occasion or any kind of substantial complaint. I am also glad to record that the employees at each centre, may be holding membership of the Association or any other Union, had peacefully and enthusiastically taken part in this process of indicating their mind one way or the other. Hardly 1 per cent of the people could not make themselves available for voting. The schedule for the holding of the poll was as follows :—

21st April 1980	23rd April 1980	25th April 1980	26th April 1980
(1)	(2)	(3)	(4)
Nagpur	Calcutta	Bhubaneshar	Bombay
New Delhi	Gauhati	Jammu	
Kanpur	Lucknow	Patna	
Ahmedabad	Jaipur	Trivandrum	
Madras	Cochin	Pune	
Hyderabad	Bengalore		
Indore	Bhopal		

The poll at Gauhati was scheduled on 23rd April, 1980, but due to distrubances in that city it could not take place on the fixed day. It could be held only on 3rd May, 1980. At other places the polling was conducted on the scheduled dates. The representatives were drawn from the Office of the Tribunal, Advocates participating in the Central Government Labour Court and the Advocates practising in the High Court. Ballot papers were forwarded under sealed covers. The ballot boxes were sealed and forwarded to the Tribunal with the help of the administrative machinery of the Reserve Bank of India through its Managers and officer-in-charge who were under the control and direction of the Tribunal. The counting of the ballot papers were held by me personally and representatives of the different unions were present when the boxes were emptied and the votes were counted. All India summary of the votes cast is as follows :

(i) Votes in favour	.....	10261
(ii) Votes against	...	7049
(iii) Votes invalid	....	35
		17345

The correspondence, instructions and procedure for the conduct of the poll together with certain forms used for the election are clubbed together and will be found in Appendix 'G'.

CHAPTER VI

The Settlement and Allied Topics (Nature of Settlement-Justification—Cash Departments—Case of Scheduled Castes/Scheduled Tribes Employees—Ex-servicemen—Res-Judicate)

Section-I-Nature of Settlement

6.1.1 The opinion poll discloses that nearly 58% of the Class III employees have voted in favour of the settlement, whereas about 42% of the employees have declined to accept that settlement. When 10,000 and odd employees have given their assent to the settlement, and when 7,000 and odd employees are not desirous of getting the benefits, under the settlement, it can be said to be a settlement favoured by the majority. In the given circumstances, it can also be said to be a large majority, but, it is not possible to say that an overwhelming majority is in favour of the settlement. From the voting pattern it would be difficult to conclude that the settlement must without doubt be looked upon as just, fair and reasonable. There is scope for feeling that a substantial number of employees are not persuaded to stamp it that way; consequently a scrutiny would have to be carried out for finding the efficacy and beneficial character of the settlment so as to conclude that although 7000 and odd employees have disclaimed the settlement, the same can be imposed on them. That involves an exercise of verifying each item on merits to examine it in detail and to hold that the end product of the Bi-laterial negotiations could be adopted wholesale by this Tribunal although on a given item the Tribunal, perhaps would have come to a different conclusion on the data available to it and after listening to the arguments advanced by the parties. In other words, it is possible that the Tribunal would be having a feeling on such analysis that the negotiations have ended into something which in the estimation of the Tribunal, is a larger benefit than what it could have normally given or vice versa. But, it cannot be forgotton that the settlement is to be accepted as a whole. It cannot be looked into in bits and pieces. The process of reasoning according to me would be to weigh the prose and cons of the items settled, to note the plus and minus points if any, and to determine at the end whether as a whole, with the pointer to the plus and minus signs, the settlement looks acceptable and hence adoptable by the Tribunal so as to pass an award binding all the employees.

6.1.2 It has however been stated in this connection that the architects of settlement have hurriedly come together to produce something based on the charter of demands given by the Association only. The introductory part to the settlement dated 22-9-1972 is clear that the charter of demands of the Association alone was discussed to arrive at the settlement and the Bank's points were to be taken up immediately after the release for implementation of the settlement. It is argued that there has been an international disregard of the charters of demands given by other unions now before the Tribunal. Even earlier than the Association submitting its charter of demands on 18-7-1974, the Organisation had given its charter of demands on 12-3-1974 the Karamchari Federation had given its charter of demands on 4-5-1974; even the Ex-servicemen had put forward their grievances on 8-2-1974 and 21-2-1974. The Cash Department was always knocking at the door of the management highlighting their grievances as seen from the communication dated 1-11-1974 followed by the communications dated 5-7-1975, 26-2-1979 and 15-8-1979. The Scheduled Castes/Scheduled Tribes' Federation had given their charter of demands on 9-12-1976. Yet all these demands were not at all taken into consideration when the parties started their negotiations. It has been said that from the very inception therefore, the parties had no mind to do justice to the Class III employees as a whole, and hence the settlement arrived at in such circumstances cannot at all be beneficial to the employees.

6.1.3 Another point of attack against the settlement is that it is not only incomplete because it does not cover all the items set for reference but it is further infirm because the so-called decisions arrived at on the items listed in the settlement are at places vague and inconclusive. It is so often stated that the matter would be looked into further by the Association and the management. It is therefore argued that the settlement is incohate, and in any case when the matter is referred to the Tribunal where all the concerned parties can put forward their views, there would be no scope for an award directing the Bank and the Association alone to look into the further progress.

6.1.4 Mr. Gadkari for the Co-ordination Committee has gone a step further. He argues that the settlement arrived at cannot be looked upon as voluntary. It has been made under the shadow and the threat of the ordinance, prohibiting the strike in the Reserve Bank of India, and it cannot therefore be an agreement entered into by the free-will of the Association. Mr. Mehta for the Organisation has also joined him in saying that there is an element of compulsion in the matter of arriving at the settlement, as disclosed by events that led to it.

6.1.5 On behalf of the Association the background of the settlement has been traced in the rejoinder filed by them on 22nd of January, 1980. It is said that right from the year 1960 when the Desai Tribunal decided the reference in relation to the employees of the Reserve Bank of India and also in relation to the employees of the Commercial Banks, there has been a common pattern of the wage structure and dearness allowance and that a certain parity has been maintained between the emoluments payable to the Cless III workmen of the Reserve Bank of India and those of the banking industry. It is said that the same pattern was followed in the private arbitration of Justice Aiyar and thereafter in the almost simultaneous bilateral settlements of October, 1970 arrived at between the management of the Reserve Bank of India, and the Commercial Banks with their respective employees. The rejoinder refers to the subsequent repressive measure and the policy

of wage freeze adopted by the Government of India so that there could not be any negotiation worth naming. It is said that the introduction of the compulsory deposit scheme in the year, 1974, amendment to Payment of Bonus Act, 1975, and the moratorium on all wage negotiations in public sector undertakings as well as the banking industry including the Reserve Bank of India by the Government of India made any revision of the service conditions of the employees impossible till the end of 1977. Class III employees of the Reserve Bank of India who were in agitation since 1975 intensified their struggle in 1977. In these circumstances, Government of India was compelled in January, 1978 to admit the disputes relating to the Reserve Bank of India as well as all the Commercial Banks to the conciliation. The stand taken by the managements in both the disputes was not flattering. They were trying to reduce the emoluments of the employees in one form or the other so that inevitably there was a virtual deadlock in the negotiations conducted by the conciliation authorities. In these circumstances, the Commercial Banks came out with the agreement of 21-1-1979 with the bankers for accepting a specified amount towards meeting their demands. It is the say of the Association that this set the trend of the negotiations even in the Reserve Bank of India so that the employees of the Reserve Bank of India were not expected to achieve anything for more spectacular. By the agreement dated 1-8-1979, the Commercial Banks accepted increase in the basic pay by way of merger or dearness allowance at 200 points to the extent of 90 per cent neutralisation only thereby resulting in an erosion of 10 per cent in real wages. In respect of dearness allowance, they accepted a lesser rate of 1.5 per cent in every slab of 4 points instead of 1.58 per cent which should have been the rate to protect the prevailing rate of neutralisation of 75 per cent in operation from 1962 onwards. The Commercial Banks also agreed that all types of special allowance would cease to be a part of the pay, with the result that not only dearness allowance but also other allowance and a part of superannuation benefit hitherto accruing to the workmen on all these special allowances ceased for ever. In the Commercial Banks, house rent allowance was brought on a percentage basis but was not available in all areas. It is said that the Association had to face the situation prevailing in 1979 created on the one hand by the stubborn wage freeze policy of the Government of India as a whole and an agreement entered on behalf of the 5 lakh bank employees with no appreciable improvement in the service conditions except paltry benefits coupled however with reduction in the rate of neutralisation available in the banking industry since 1962, special allowance ceasing to be pay and 10 per cent erosion in the construction of revised basic pay by merger at 200 points of index. It is said that the Association has come out fairly well. Although following the pattern of 90 per cent merger of dearness allowance in basic pay, they could retain other benefits especially of special pay etc. for being calculated for purposes of dearness allowance, and by securing an increased rate of 1.58 per cent of dearness allowance at every 4th stage at least from 1-9-1980 onwards, and by securing other fringe benefits in relation to other items.

6.1.6 The substance of these assertions is not denied by the opposing unions. According to Mr. Gadkari however it was possible for the association to wait and secure at the hands of the Tribunal far more beneficial terms. It is said that the Reserve Bank of India itself has given far better treatment to the Class IV employees soon thereafter and it was not impossible for the Association to get similar advantage even at the negotiation level. Now the Association is required to support an unfavourable deal in comparision with the settlement of the Class IV employees of the Reserve Bank of India arrived at on 31-12-1979 effective from 1-9-1978. It is argued that the Association has intentionally jeopordised the interests of the employees because according to Mr Gadkari they wanted to maintain the preserve of representing the Class III employees themselves. Thus on considerations of self-help and self-existence they have sacrificed the interests of the employees as a whole.

6.1.7 Mr. Gadkari also asked me to read in between the lines of the reioinder to spell out the compulsion and the involuntariness he has alleged. It is said that when the Reference was made to the Tribunal, the Association was in no mood to cooperate, they were not sure as to what would happen. As stated by the Association itself in their reioinder "they were faced with yet another monstrous attack through the promulgation of the ordinance by the President of India, banning every sort of agitation by the Class III employees of the Reserve Bank of India, thus ruthlessly suppressing the legitimate and constitutional agitation". It is therefore argued that feeling apprehensive of the results prejudicial to the Association by reason of the large sweep of the ordinance banning the strikes, the Association had a volte face and signed the settlement now before us. It is said that such a settlement cannot at all be looked upon as just and fair to the employees as a whole. In fact Mr. Gadkari argues that the justness and fairness of the settlement is totally a different factor. According to him when the settlement fails to satisfy the element of voluntariness, when it is not voluntary, it fails altogether because what is not voluntary, not out of free will cannot be looked upon as beneficial to the employees.

6.1.8 I suppose Mr. Gadkari is cleverly basing his arguments on the events that preceded the settlement for creating an impression that the parties did not sit together with free-will. Apart from the fact that if the settlement is really not found to be just and fair on the itemwise screening of it, the Tribunal cannot clothe it with its benedictory sanction and even disputing the proposition that what is not voluntary can in no case be beneficial the events leading to the promulgation of the ordinance banning the strikes do not in my opinion yield to the conclusion that the Association did not enter into the settlement, voluntarily. It is of importance to note that the reference to the Tribunal was made on 16-6-1979, the ordinance was passed on 4-7-1979 and the order of banning the strike in the Reserve Bank of India was passed on 5-7-1979. But soon thereafter, the Association at the hands of the Calcutta High Court had obtained two stay orders; one dated 15-7-1979 relating to the conduct of the proceedings before the Tribunal and the other of 20-7-1979 staying the operation of the Government's order dated 5-7-1979. On and from 20-7-1979 therefore it cannot be said that the Association could be afraid of the ordinance at least until the stay order in that respect was vacated. Within 15 days and when the stay was not vacated on 4-8-1979, the Association entered into an agreement and signed the truce, calling of the agitation. This would perhaps show that it was the Association that was in an advantageous position rather than being dictated by the Bank. On 7th August, 1979 the Bank took steps to respond to the truce and by 19th August the ordinance had lapsed. The crippling power of the ordinance therefore was over from 19th August and was ineffective from 20-7-1979. The settlement has been arrived at on 28th September, 1979, and therefore it would be improper to say that the settlement was entered into under the threat of the ordinance.

6.1.9 Looking to the attack regarding the incohate nature of the settlement because it is indecisive in places, factually the contention is correct. In the first place on certain items embodied in the settlement, the Bank has made promises or given assurances to consider the matter. In the second place the agreed terms show that the matter is left for further discussion between the Association and the Bank. It is really astonishing, that when the settlement arrived at between the two parties is avowedly section 2(p) settlement and when the reference to the Tribunal was pending, the parties should feel themselves advised to use words whereby one Union and the management alone would carry further negotiations. No Tribunal could okay such an agreement when the employees represented by more than one Union have a right to address the Tribunal and contribute to the discussion. Wherever therefore such references are made they will fall down, they will be of no effect and the Tribunal cannot and would not endorse them. Those statements and assertions would be taken as if non-existing. As regards the other part where, as in the case of contemplated change in the method of granting family allowance to the Ex-servicemen or in the case of grievance procedure or on the item of wasteful and restrictive practices, although there have been deliberations and a summary of those talks has been mentioned, since there is no final determination, the Tribunal cannot pass anything in the nature of an award on those items. Although therefore the settlement, to be approved by the Tribunal has to be approved as a whole, it has got to be viewed and understood that the whole of the settlement here does not contain those assertions. It is not necessary to view the entire effort as no settlement at all. Many important items like pay scales, Dearness allowance etc.

are fully concluded and where the discussions are incomplete the greater part is one of definite conclusion. It is possible to weed out the incomplete portion or the incompete aspect from the concluded portion and as such the doctrine of severance can be applied. Consequently the whole of the settlement is that whole which contains certain and definite conclusions. Further detailed discussion with a view to passing an award would be concentrated only on items or parts of items over which a final conclusion has been arrived at between the parties to the negotiations.

6.1.10 So far as the criticism levelled y Mr. Dudhia, appearing for the Karmachari Federation, the Cash Department, the Ex-servicemen Association and the Scheduled Caste|Tribe Federation that the negotiations and deliberations were restricted to the matters contained in the charter of demands given by the Association only, obviously the contention is right, but I cannot agree with him that only because the charter of demands of the Association alone was taken into consideration, the settlement is bound to be unjust and unfair to others. After all every charter of demand contains certain items in which employees are very closely and intimately interested; they are almost common in terms of the list appearing in the schedule to the reference. Such heads of demand can certainly be correlated. Therefore, the agreement arrived at between the parties on such of the items which are included in the rference has to be looked upon as the final determination, and to scrutinise it for finding out any infirmities or draw backs. If after listening to the arguments of the parties I have a feeling that full justice is done and no more could have been expected at the hands of the Tribunal, certainly the award would follow. If the Tribunal has a feeling that in spite of some failing, in the given circumstances the item should be accepted although perhaps the Tribunal on its own could have given a different finding, the item can be accepted for passing an award in terms of it If there is a miserable failure and the item leaves much to be desired it will have to be segregated for the final analysis, whether all the settled items taken as a whole, are a well knit, well balanced settlement, a settlement accepted by majority and whether therefore together with that item the award could be passed in terms of the setttlement as a whole or whether for that reason the settlement is not worth accepting and no award binding on all employees need be passed.

SECTION II—JURISDICTION

6.2.1 Relevant to the scrutiny for acception the settlement is the topic of jurisdiction of this Tribunal, i.e. the extent to which each item of the reference should be looked into at the time of the discussion.

6.2.2 According to Section 10(1A) of the Industrial Disputes Act, 1947 under which the reference is made, whenever the Central Government forms an opinion that a dispute exists or that the Central Government apprehends an industrial dispute, it could be referred to a Tribunal. When such a dispute is of an all-India nature, a National Tribunal is constituted. What is, however, to be observed in particular is that such reference could cover either the dispute or any matter appearing to be connected with or relevant to the dispute. Items specified in the schedule attached to the reference are to be viewed in that light.

6.2.3 Under Sub-Section (4) of Section 10 the jurisdiction of the Tribunal is limited when it is said that the Tribunal shall confirms its adjudication to the points specified in the schedule but the Sub-section also provides that the Tribunal can take into consideration matters incidental thereto i.e., incidental to the points specified. To put it shortly, the reference could be either in relation to the dispute or connected matters or matters relevant to it and the Tribunal's jurisdiction is not only to look into the specified points but could be extended to the points and matters incidental thereto.

6.2.4 On behalf of the Bank my attention was invited to rule 10-B of the Central Government Rules whereunder the parties are required to file statements relating only to the issues included in the order of reference. Sub-rule (2) which deals with rejoinders also says that such rejoinders shall relate only to such of the issues as are included in the order of refrence. It will, therefore, be proper to say that the Legislature intends that the discussion on the reference remains on the items specified or ittms or issues related to such items which could be incidental matters. So for as the present reference is concerned, there is Item No. 34, which has a residuary character inasmuch as it reads "any other matter connected with or arising out of the foregoing matters". Consequently, if any point is to be discussed by the Tribunal it should fall within the reference, that is to say it should either be appoint specified in the schedule or a point incidental or related to it or a point conntcted with or arising out of the points specified as understood by item 34 of the reference.

6.2.5 Now this inbuilt limitation or methodology is taken advantage of by the Bank in developing the arguments that the problems connected with the Cash Department or Ex-servicemen or the Scheduled Caste employees cannot be looked into. Prima facie, if any issue or point of discussion falls legitimately within the items specified or one which could be said to be connected with it, there is no difficulty and if the problems sought to be raised on behalf of the three units stated above do not fall under this, that would be a question falling outside the reference. It looks, however, extremely doubtful if there can be such an easy solution in overriding or vetoing consideration of the points raised on behalf of these three units. For instance, we can go to the question of 'Family allowance.' Now the extent of family allowance or circumstances in which it could be granted and whether the existing provisions required any modification would normally be within the purview of the reference. Had there been no settlement and had the purpose of the present order to be pronounced as award not been to find out whether the settlement is to be accepted as a whole, we could certainly have listened to the points made out by the ex-servicemen when they seek to get some modification on the basis of the hardship caused to them by reason of the existing provisions. When it is the function of this Tribunal to find out whether this settlement is worth accepting, as stated earlier, the Tribunal has to make up its mind whether by non-inclusion of certain asked for provision by the different units the settlement would be classed as unjust. The discussion of the details of the implications of the demands made by the Ex-servicemen would fall within the purview of not only the present reference but also for finding out whether the settlement is or is not beneficial to the entire class of employees. This however, looks to be an easier case. When we go to the case made out by the Scheduled Caste/Scheduled Tribe Federation or when we go to the attack against the Cash Department set up, the criterion for judging whether the discussion or the regulation of the arguments falls within the purview of the reference is bound o differ. In this connection, we can usefully draw assistance from the reported judgements to understand the jurisdiction extended to the Tribunal.

6.2.6 Section 10(4) of the Industrial Disputes Act speaks of matters incidental to the points in dispute. In Birla Cotton Spinning & Weaving Mills Ltd. V. their Workmen (1956) 2 LLJ 188, it has been held that change in the designation while revising wages regarding which the reference was made cannot be considered as matters incidental.

6.2.7 In Workmen of Bengal Electric Lamp Works Ltd. v. Bengal Electric Lamp Works Ltd. (1958) 1 LLJ 571, observations of the Calcutta High Court at page 572 column 2 are as follows :—

> 'The expression "and matters incidental thereto" appearing in S. 10(4) of the Act includes incidental matters. Retrospective matters are not incidental matters. These expressions in the section are to be read prospectively unless the actual terms of reference indicate either expressly or by the most compelling and necessary implication any other conclusion giving jurisdiction to the tribunal to pass orders retrospectively. Normally the ordinary principle of construction should be followed and that is that the prospective interpretation is to be preferred to a retrospective interpretation unless the retrospect is expressly or by necessary implication indicated'.

6.2.8 In Jaipur Spinning & Weaving Mills v. Jaipur Spinning & Weaving Mills Mazdoor Union (1959) 2 LLJ 656, the Rajasthan High Court has held as follows :—

> 'In view of the above discussion of case law, the contention of the learned counsel for an unduly liberal interpretation of the expression "matters incidental thereto" cannot be accepted.'

In this respect the more material observations at page 661 Col. 1 are as follows :—

"(2) If the Government, instead of referring the dispute generally, specify the matters, the industrial tribunal has to confine its adjudication to these points only. Insertion of this provision of reference of specific matters in the Act, considered with the further fact that it is open to the Government to amend the reference or to make an additional reference lead me to infer that the words "matters incidental thereto" should not be interpreted so as to give vague and indeterminate jurisdiction to the Tribunals especially over independent matters. After all, an industrial tribunal has no inherent absolute jurisdiction and it derives its jurisdiction only from the order of reference of the Government and, therefore should not be permitted to ignore the intention of the Government as expressed by the plain language of the order of reference.

Yet on another mode of approach, I may state that the word "incidental" according to its dictionary meaning and the ordinary accepted popular sense implies a subordinate and subsidiary thing related to some other main or principle thing requiring casual attention while considering the main thing. Obviously, matters which require independent consideration or treatment and have their own importance cannot be considered "incidental".

Accordingly to these decisions, therefore, the expression 'incidental matters' is to be understood in a restricted sense.

6.2.9 In this respect, the observation of the Supreme Court in Delhi Cloth & General Mills Co. Ltd. v. their workmen (1967) 1 LLJ 423 at page 427 are as follows :—

"From the above it therefore appears that while it is open to the appropriate Government to refer the dispute or any matter appearing to be connected therewith for adjudication, the tribunal must confine its adjudication to the points of dispute referred and matters incidental thereto. In other words, the tribunal is not free to enlarge the scope of the dispute referred to it but must confine its attention to the points specifically mentioned and anything which is incidental thereto. The word "incidental" means according to Webster's New Dictionary :

"happening or likely to happen as a result of or in connexion with something more important; being an incident; casual; hence secondary or minor, but usually associated."

"Something incidental to a dispute" must therefore mean something happening as a result of or in connexion with the dispute or associated with the dispute. The dispute is the fundamental thing while something incidental thereto is an adjunct to it. Something incidental, therefore, to which it is an adjunct".

It is further said at page 428 as follows :—

"If the reference does not include the clerical staff and their grievances, it would not be open to the members of the clerical staff to bring their grievances before the tribunal by their individual applications or for the tribunal to widen the scope of the enquiry beyond the terms of reference by entertaining such individual applications."

Accordingly, it was held that the appellants were right in contending that the tribunal had no authority to include within its award members of the clerical staff employed by the appellants.

6.2.10 It was also contended on behalf of the Association and the Bank that it would be material to look to the pleadings of the parties and the charter of demands before understanding fully the implications of the discussion to be carried under each item and for that purpose the observation in DCM's case (supra) were taken recourse to. Counsel, Mr. Chari while putting forward the 4 propositions in his arguments has stated that in order to fix the ambit of the dispute it was necessary to refer to the pleadings of the parties and in that connection it is stated as follows :—

"Shri Chari argued that the tribunal had to examine the pleadings of the parties to see whether there was a strike at all. In our opinion, the tribunal must, in any event, look to the pleadings of the parties to find out the exact nature of the dispute, because in most cases the order of reference is so cryptic that it is impossible to cull out therefrom the various points about which the parties were at variance leading to the trouble. In this case, the order of reference was based on the report of the conciliation officer and it was certainly open to the management to show that the dispute which had been referred was not an industrial dispute at all so as to attract jurisdiction under the Industrial Disputes Act. But the parties cannot be allowed to go a stage further and contend that the foundation of the dispute mentioned in the order of reference was non-existent and that the true dispute was something else. Under S.10(4) of the Act it is not competent to the Tribunal to entertain such a question."

Pleading of the parties are thus useful to find out the exact dimensions of the dispute as mentioned in any of the item. Pleadings of the parties however need not signify the charter of demands only. Again what is not specific in a charter of demand may have been mentioned specifically in any item of reference as the order of reference would include any apprehended dispute.

6.2.11 A resume of the above case Law would show that the expression "incidental matters" has to be given a restricted meaning, there cannot be any unduly liberal interpretation. Incidental matters mean, matters which are subordinate and subsidiary to the main or principle matter and cannot be those matters which require independent consideration or treatment or have own importance. Any other matter connected with or arising out of the foregoing matters is an independent item of reference. As far as the settlement before us is concerned, the parties have not considered any such item. But the item will have restricted meaning and it will not be allowed to embrace topics which will enlarge the scope of the reference. This item need not be invoked if the topic fells under any given items or is an incidental matters. It cannot be of help if the topic is competely foreign to the reference. It will be of use only when the topic does not directly fall in the item of reference is not even an incidental matter, but it arise out of or is connected with one of the items listed in the schedule. When considering the claim of the S.C./S.T. employees or the position of the pre 1972 Cash Department employees, we must aware of the fact that whenever the Central Government desires to have a discussion on situations peculiar to one section or the other, the Government has found it convenient to put it under a separate heading. A look at the item No. 21 "compulsory insurance of employees in Cash Department," Item No. 22 "security measures in respect of employees in Cash Department" Item No. 24 "discontinuance of guarantee fund in respect of employees in Cash Denartment" illustrate the point. In the light of the above discussions, we will have to find out whether contentions raised on behalf of the Cash Department, the S.C./S.T. Federation or the Ex-servicemen can be looked into.

SECTION 3—CASH DEPARTMENT

6.3.1 What then are the contentions raised on behalf of the Cash Department ? This department figures in the discussions mostly in regard to questions relating to the scales of pay likely stagnation of the employees working in that department or the promotional avenues open to the Class III employees. In order to understand the predicament in which they are placed, it would be relevant to look to the historical background.

6.3.2 It was in the year 1935 that the Reserve Bank of India took over the currency functions of the Government of India. Prior to that, contract Treasurership was the system prevalent both in the Imperial Bank of India and the Currency Department of the Government of India. Under the system, the Treasurer was engaged on a special contract. He was responsible for any loss or damage caused to the Bank even by his subordinates by their acts of commissions and omissions or negligence. In consideration of this viz., the overall responsibility of the Treasurer, he was given the right to nominate candidates for appointment in the Cash Department of the Bank and the Bank employed these nominees if they were otherwise suitable. In other words therefore, the choice of the candidates was of the Treasurer, the salary paid out of the Bank's funds and for all practical purposes, they were the employees of the Bank. In those times, this system was considered advantageous inasmuch as it introduced a family element, which was not so preponderent as to imperil the

control of the executive but it was conducive to harmonious working of the Cash Department. By and by, however, employees' unions opposed this system, chiefly on the ground that it led to nepotism and favouritism in the Cash Department. This matter was raised before the Desai Tribunal but no directions were given on the ground that the issue was not covered by the Reference.

6.3.3 Dissatisfaction, however, remained brewing and by 1955, the Bank considered abolition of the system. The patronage given to the Treasurer often led to undesirable practices and encouraged forms of clicks so that efficiency of the Cash Department was affected. On this ground, the Bank was prepared to do away with the System and in the year 1956 when the Cash Department was opened for the first time in Hyderabad, Contract Treasurership was not resorted to and an employee of the Cash Department was appointed as Deputy Treasurer at that centre. In the following years when Cash Department was opened at Nagpur branch, a member of the staff was appointed as Treasurer. The system was in existence in other centres but in Bombay it was abolished on 1-7-1960 and in Calcutta on 1-7-1962. By 1966, it was abolished at all the centres.

6.3.4 Although there was no contract system, persons employed under the system continued to be the employees of the Bank and came under the overall control of the Bank as in the case of other employees. It was considered by the Bank at that time that the duties of the Coin-Note Examiners do not require any special qualifications. Consequently, even matriculates where held eligible to apply for the post of Coin-Note Examiners. In fact, in order to avoid frustration among the better educated employees, the Bank had prohibited graduates from applying for the job of Coin-Note Examiners. Graduates had the opening, as Clerk on the General Side or in the Specialised Departments.

6.3.5 It, therefore, happens that under the system non-graduates were recruited in the Cash Department and graduates either were on the general side or were in the specialised departments. It will appear that there were water-tight compartments between the three categories. By reason of consistent demand because of the likelihood of early promotions in the specialised departments, avenues were let open for the clerical staff in the general side on opting out for working in the specialised side so that there was a combined seniority. In 1972 the Bank agreed to form a Common cadre which included the Coin-Note Examiners from Cash Department for all its future clerical cadre. Consequently, since then graduates recruited for the employment in the Bank are posted at the discretion of the Bank for some years during their tenure in the Cash Department so as to gain experience of the Cash Department. Consequently, Cash Department work and work on the other side has become inter-changeable for the new incumbents.

6.3.6 Side by side, there was one more change introduced by A.C. No. 9 of 13-5-1972 so that persons employed in the Cash Department who were initially under graduates obtaining graduation were made eligible to come over to the general side. This was, however, made possible only for those graduates agreeing to surrender 2/3rd of their seniority. In other words, a person switched over from Cash Departments to the general side after obtaining graduation was absorbed on the general side but he was treated as having only 1/3rd of his original standing. Many evils of the Cash Department really proceed from this rule that Cash Department staff is required to surrender 2/3rd seniority and therefore when he compares himself with recruits of a particular year who have been absorbed on the general side he feels that he was unnecessarily required to surrender seniority and was required to remain at a very low position. Consequently, representations were made and it was stated that the policy was resulting in injustice. This had an additional pricking line by reason of the provisions contained in the circular dated 8-10-73 whereunder a Class IV employee is allowed to come to the general side and remain in the list of clerk working on the general side.

6.3.7 As per the said scheme the Bank had decided to have combined cadre of Clerks, Coin-Note Examiners Grade II and all future appointment of Class IV employees to Class III posts would be to the common cadre, subject to passing of certain tests. The educational qualification to be eligible for the said test was matriculation or its equivalent examination irrespective of subjects or the marks obtained. Therefore, even if English was not one of the subjects for matriculation a Class IV employee could qualify for appearing to the test. The test was not also very strict but the employee was required to have worked three years continuously.

6.3.8 According to the Cash Department Staff Union, the promotional opportunities for Coin/Note Examiners Grade II and Grade I are very limited in as much as the number of posts of Coin/Note Examiners Grade II are about 400 while number of posts for Coin/Note Examiners Grade I are about 40 in Bombay office and it takes nearly 23 years of service before a Coin/Note Examiner Grade II is promoted to Coin/Note Examiners Grade I. This is contrasted with the promotional opportunities available to the Clerical grades where it is said that the number of posts in Clerical Grade II is about 4000 and number of posts in Clerk Grade I is about 1000. It is said that the Clerks Grade II are promoted to the posts of Clerks Grade I within 5-6 years, and in further 3-4 years he is promoted to the post of Staff Officer Grade 'A' and then after five years to the post of Staff Officer Grade 'B'. The person thus rises to a substantial position in about 15 years, but correspondingly Coin/Note Examiners Grade II takes 23 years to be Coin/Note Examiners Grade I, another five years to become a Teller and a further 5 years period to become Assistant Treasurers. This is because of the limited number of higher posts. In view of this stagnation, it is said that there should be free-mobility from non-Clerical cadre to the Clerical cadre and that too without losing any seniority in service. Since Class IV employee gets an opportunity to go to the general cadre without being a graduate and has a better chance of being promoted through that channel Coin/Note Examiners Grade II are said to be in a singularly disadvantageous position in as much as a Class IV employee who had worked under him superseded him. Therefore, it is said that the free mobility from non-Clerical cadre to the Clerical cadre should also be irrespective of whether an employee is a graduate or not. Thus, what is represented is an opportunity to go to the general side without being a graduate and without losing any period of service spent in the Cash Department.

6.3.9 It is in this context that we have to understand the problems set forth on behalf of the Cash Department. They relate mostly to promotional opportunities. At present the function of the Tribunal is to find out whether the settlement arrived at between the Association and the Bank is just and fair and therefore the issue would be whether the settlement provides for the removal of the grievances arising out of he alleged disparity pointed out by the Cash Department and if not whether the settlement should be called unjust and unfair. Part IX para. 6 of the settlement (Yellow Book) dealing with the promotional avenues has five sub-paragraphs upgrading a few of the posts at the three bottom levels and creating some posts of Assistant Treasurers, but the rest is left to the study proposed by the Bank in respect of the currency management. Later is an inconclusive part but so far as the former part is concerned. To the extent of the changes and the expansion there is improvement in the existing set up. But for judging the fairness or otherwise of the settlement, the linked up question would be whether in this Reference we can look to the general grievance made out on behalf of the Cash Department.

6.3.10 The problem of the Cash Department was sought to be handled at the time of arguments in two ways. One way was to secure larger promotional avenues within the Cash Department itself, another and more of repeated way was the request to merge the Cash Department wholesale to gether with the under-graduates in the general side. So far as the later aspect is concerned immediate merger would result in immense prejudice to those who had earlier switched over to the general side, expecting better chances by losing their two-third seniority. They would find themselves helpless and exploited because persons from the Cash Department coming under the proposed solution would be coming with their full tenure and would dislocate many of them. The switch over scheme has stood the test of scrutiny at the hands of the courts including the Supreme Court.

6.3.11 Entire Cash Department staff at Hyderabad Office of the Reserve Bank of India had filed a Writ Petition in Andhra Pradesh High Court in 1972 challenging the combined scheme as violating Article 14 and 16 of the Constitution. That petition was rejected. The relevant observation from the judgement in W.P. No. 4001 of 1972 from the certified copy supplied to the Tribunal are as follows :—

> "I am not prepared to say that there is any violation of Articles 14 and 16 of the Constitution. To

start with, the cadre are completely different and the duties are completely different. The petitioners belong to a non-clerical cadre and they want to switch on the clerical cadre. In the matter of qualification for initial appointment also there is a difference because only non-graduates are appointed to the non-clerical cadre while only graduates are appointed to the clerical cadre. If members of the non-clerical cadre want to switch on the clerical cadre, having regard to their inexperience in such work, it is open to the management to impose a suitable restriction and give credit only for a part of their service. Experienced clerks belonging to the clerical cadre cannot be placed at a disadvantage and pushed down by bringing persons from non-clerical cadre and placing them above them despite their lack of clerical experience. That does not mean that persons transferred from the non-clerical cadre to the clerical cadre should altogether lose all credit for their service. The management has struck a balance by making a rule that the persons opting for such a transfer would get credit for only 1|3rd of their service. I do not think there is any violation of Article 14 and 16 of the Constitution."

6.3.12 Similar Writ Petition was the subject matter of the judgement of Delhi High Court when the matter went to Supreme Court. The Supreme Court has upheld the switch-over scheme. In its judgement Reserve Bank of India v. N. C. Paliwal 2345 the Supreme Court in paragraphs 15 and 16 page 2357 has made the following observations :—

"15. Now the first question which arises for consideration is whether the Reserve Bank violated the constitutional principle of equality in bringing about integration of non-clerical with clerical services. We fail to see how integration of different cadres into one cadre can be said to involve any violation of the equality clause. It is now well settled, as a result of the decision of this Court in Kishori Mohanlal Bakshi v. Union of India, (AIR 1962 SC 1139) that Article 16 and a fortiori also Article 14 do not forbid the creation of different cadres for government service. And if that be so, equally these two articles cannot stand in the way of the State integrating different cadres into one cadre. It is entirely a matter for the State to decide whether to have several different cadre or one integrated cadre in its services. That is a matter of policy which does not attract the applicability of the equality clause. The integration of non-clerical with clerical services sought to be effectuated by the Combined Seniority Scheme cannot in the circumstances be assailed as violative of the constitutional principle of equality.

"16. Then we come to the question of the rule of seniority adopted by the Combined Seniority Scheme. Now there can be no doubt that it is open to the State to lay down any rule which it thinks appropriate for determining seniority in service and it is not competent to the Court to strike down such rule on the ground that in its opinion another rule would have been better or more appropriate. The only enquiry which the Court can make is whether the rule laid down by the State is arbitrary and irrational so that it results in inequality of opportunity amongst employees belonging to the same class. Now, here, employees from non-clerical cadres were being absorbed in the clerical cadre and, therefore, a rule for determining their seniority vis-a-vis those already in the clerical cadre had to be devised. Obviously if the non-clerical service rendered by the employees from non-clerical cadres were wholly ignored. It would have been most unjust to them. Equally, it would have been unjust to employees in the clerical cadre if the entire non-clerical service of those coming from non-clerical cadres were taken into account, for non-clerical service cannot be equated with clerical service and the two cannot be treated on the same footing. The Reserve Bank, therefore, decided that one third of the non-clerical service rendered by employees coming from non-clerical cadres should be taken into account for the purpose of determining seniority. This rule attempted to strike a just balance between the conflicting claims of non-clerical and clerical staff and it cannot be condemned as arbitrary or discriminatory. Vide: Anand Parkash Saksena v. Union of India, (1968) 2 SCR 611 at page 622=(AIR) 1968 SC 754 at page 760."

6.3.13 Mr. Dudhia for the Federation argued that since then circumstance have changed, the Bank itself has introduced new norms for promotion to the grade of Staff Officers and hence the Tribunal should now abrogate the Scheme. I do not think I can persuade myself to adopt this line of reasoning. The prejudice that would be caused to those who have switched over would be immense and the remedy may prove to be worse than the disease. Therefore, the scheme tested on constitutional validity need not be so easily condemned.

6.3.14 In view of it, the solution in the nature of abrogating competely the switch over scheme disregarding the eligibility qualification and loss of seniority would be one having its own importance requiring independent treatment. This pointed question is not one of the specified items nor is it an incidental matter related to promotion or any of the items. It is not a matter subordinate to any matter. In my opinion it would not fall under item No. 34 of the Reference. After all, one must remain aware that the problem relates to pre-1972 recruits many of whom may now be of advanced age and may have secured some better position and may be near about superannuation. If any of them having subsequently obtained graduation have not switched over, that could be because of loss of larger tenure of services which is almost the same as expecting chances of betterment in the limited set up. The problem on ultimate analysis is of stagnation regarding a group of employees. It does not exist with post-1972 recruits. Solution should therefore be on the line of ameliorating stagnation and of expanding the Department. The question of more expansion can be properly considered under item No. 12 "promotion", subject to the other objections raised by the Reserve Bank of India which are being considered at the appropriate place.

SECTION 4—CASE OF SCHEDULED CASTES/SCHEDULED TRIBES EMPLOYEES

6.4.1 All India Reserve Bank Scheduled Castes/Scheduled Tribes' Employees Federation has filed their statement of claims after they were allowed audience to the Tribunal. In the order passed in connection with the request to implead as parties, it has been observed in paragraph 59 vide appendix 'B' that the added parties would be able to contribute to the debate on the different items. The statement of claims filed by the Scheduled Castes|Scheduled Tribes Employees Federation will have to be viewed in that light. In the opening paragraphs, It is said that the management of Reserve Bank of India was approached on 9th January, 1980 for information regarding the total strength of each cadre, the number of posts filled-in by the unreserved employees in each cadre, the number of posts filled-in by the Scheduled Castes|Scheduled Tribes in each cadre and the number of posts unfilled by the Scheduled Castes|Scheduled Tribes employees. But the management expressed its inability to furnish the above date. It is said that persons belonging to the Scheduled Castes|Scheduled Tribes were deprived of proper attention and opportunity to come up in life and although essential constitutional safeguards are provided by the constitution of India, those safeguards are not observed. They are urging that the Bank is avoiding to do anything in the matter favouring the Scheduled Castes|Scheduled Tribes employees. The scheme meant for introducing reservations is not adhered to and the employees are kept in dark about it. They ask for special grievance machinery and such other provisions to safeguard employees belonging to that class. Coming to the demands to the extent covered by the settlement, they asked for confirmations to be made on the basis of reservations laid down in Chapter 17 para 17.2 of the Brochure on Reservation for Scheduled Castes and Scheduled Tribes in Services, 5th edition. They ask for larger percentage of reservation in promotions and say that the standard of suitability should be relaxed. They also ask for better facilities for Canteen arrangements, Sports and recreation.

6.4.2 Now, the entire concentration in the statement of claims is on the specialised treatment to the Scheduled Castes/Scheduled Tribes Employees. In the Exhibits they have filed, they relied upon different circulars issued by the Central

Government and by Committees specially appointed to consider the case of the Scheduled Castes/Scheduled Tribes. Without going in details of those circulars, it is to be said that it is not the function of this Tribunal either to augment or find new avenues for their uplift. That matter cannot come under any item under the Reference or under the expression incidental matters connected with any item of reference nor do I think it would be covered by item No. 34 of the reference. As regards the existing safeguards, it is clear that the circulars issued by the Central Government do not ip so facto apply to the employees of the Reserve Bank of India. It appears that after deliberations with the Central Government certain circulars have been adopted by the Reserve Bank of India sometimes making some variations. I do not think any objection could be taken to this method. Reserve Bank of India is an independent body though subject to the control of Government of India. Policy of recruitment and promotion would have different complexion and would differ as the scales of pay differ. There could be general understanding that the ameliorative measures meant for Scheduled Castes/ Scheduled Tribes employees should be common to a large extent, but the administrative orders would be different. If again there is a dispute that ought to be common is not properly reflected in the circulars issued by the Reserve Bank of India, then the problem has a different dimension, needing special treatment and would not fall in any of the items in the Reference or any other incidental to an item in the Reference. Exhibit 44 filed by the Bank are copies of the orders passed in this connection. Details of those circulars or even a resume of it is not considered necessary here. In case, there is a breach of those circulars the employee has an independent remedy. Therefore, with the existence of those circulars the only matter that could be looked into while discussing the items in the settlement is whether anything proposed is in conflict with those circulars and therefore that part becomes prejudicial to the Scheduled Castes/Scheduled Tribes employees and hence unacceptable. Barring this exercise, I do not think any special problem connected with the Scheduled Castes/Scheduled Tribes can be looked into in this Reference even while considering other items.

SECTION 5—EX-SERVICEMEN

6.5.1 Ex-servicemen Employees Welfare Association has also been allowed to take part in the proceedings. In their statement of claims they have made a grievance that even after having been in active service in Armed Forces for a number of years and when they enter the service of the Bank in their middle age, they are offered scales of pay as in the case of candidates fresh from schools and colleges. This is in contrast with Government Departments where Ex-servicemen's pay is refixed recognising their military service. Over and above, the pension they receive is deducted from their salary. It is said that this is not in keeping with other advanced countries who ensure that Ex-servicemen are rehabilitated in enviable status. It is, therefore, said that the Ex-servicemen should atleast not be left in pitiable positions. They have done hazardous tasks and have suffered for preserving and protecting the territorial integrity and sovereignty of the country. They have attained a stage in respect of salary and status. They have become heads of families responsible for the up keep of their direct dependents. The age of superannuation therefore is sought to be relaxed. On the start in the scales of pay, family allowance, confirmation, promotion, they have suggestions in keeping with the sentiments expressed in the above statement.

6.5.2 On the tests applied so far the problems connected with the Ex-servicemen stand on a different footing from the problems put forward on behalf of the Cash Department or the Scheduled Castes/Scheduled Tribes employees. Employees from the Cash Department, those who are pre-1972 recruits are placed in a predicament and the solution suggested of merging them simpliciter with the general department is beset with difficulties needing special treatment. Ex-servicemen with that label do form a group, but it is a group in the general stream of employees, unlike Scheduled Castes/ Scheduled Tribes employees who claiming to be on a different educational and social level fundamentally ask for protection and uplift. They want differential treatment. Ex-servicemen want removal of hardships resulting because of their late entry in service. If what the Ex-servicemen desire could be achieved by giving a little push here and there that would be incidental matter relating to each item under consideration. In that sense their problems are not special problems which could be refused to be looked into calling it as special items. It is a question of understanding their difficulties and accommodating them to the extent possible remaining within the spirit of doing equity to all employees and on principles applicable to the consideration of each of the items.

6.5.3 With a view to appreciating the legitimate limits within which accommodation could be given to Ex-servicemen, their position has to be understood properly. The combatant forces undoubtedly render their services to the nation and after retirement according to rules prevalent for the Ex-servicemen they are given pension etc. After the completion of that service further employment under the Government of India or Private Sector or Public Sector is either a reward to them for what they have done for the nation or it is like absorbing useful persons required to be out of service for special reasons under special rules applicable to them and utilizing their talents and experience. In the former case, it is something like a privilege bestowed upon them. In the later case, it is more a concession or a favour done to them. Taking a practical view of the matter, however, I do not think, that these two principles should be allowed to stand one against the other. There should be harmonious combination of both these principles so that such re-employment ought to be looked upon as a reward-cum-help and no one principle should be stretched too far. It is on this understanding alone that we can explain the wisdom behind the different circulars issued by the Central Government, when Ex-servicemen are absorbed in the Reserve Bank of India. It may be that in certain cases they are absorbed in the Government service treating the new employment continuous to the employment in the defence department. But, that cannot always be the case. It is noticed that the Government is making enough efforts to widen this horizon by issuing instructions to Government and semi-Government bodies. But, obviously that cannot be the rule for observation in Corporations and other independent bodies where employment opportunities are governed by different principles. Reserve Bank of India is an independent Corporation with independent policies although Government of India has a control over it and has been issuing directions to it. I cannot find anything fundamentally wrong if the previous service is not taken into consideration while employing Ex-servicemen, who are transplanted into a different Organisation to do a different kind of work. Giving them more salary by reason of artificial seniority when they do the same work as any other fresh entrant into Reserve Bank of India does is violating the principle of equal salary for equal work. If therefore their service is not treated as continuous service, it cannot be said that injustice is done to them. However, question will have a different complexion when items like family allowance or housing loan are discussed. We have to remain aware of the age group at which they enter, the personal needs as a group and the family responsibilities they have to share. By simply saying that they merge in the main-stream we cannot afford to be completely unsympathetic towards their needs and responsibilities although they cannot be allowed to pre-empt the needs and responsibilities of other employees. Therefore, without doing injustice to others whatever ameliorative steps could be taken in relation to Ex-servicemen in my opinion would fall for discussion under the respective item of the reference.

SECTION 6—RES JUDICATA

6.6.1 While scrutinizing various items under the settlemen with the help of the different tests noted we will have to be remained aware of the argument put forward by the Bank that the Tribunal will not interfere with the earlier orders on the subject unless circumstances make it necessary; the previous orders would normally stand. In this connection, the Bank invited my attention to the two earlier adjudications on merits under the Industrial Disputes Act, 1947 in respect of the Class III workmen by the Bank, namely, the Desai Award and the Aiyer Award. The Bank has submitted that the directions under the two Awards shall not be modified unless it is shown to the satisfaction of the Tribunal that there have been material changes in the circumstances. The Bank has submitted that normally revision or modification is done in respect of wages and dearness allowance in the earlier Awards and applying the principles of res judicata the directions in the earlier Awards are not modified. The Bank has relied upon the judgment of the Supreme Court in Burn & Co. Ltd., vs. Their Employees, reported in 1957 I LLJ 226. Attention is invited to the following passage reported at pages 229 and 230 in column 1 and column 2 respectively :

> "There is no provision in the statute prescribing when and under what circumstances an award could be reopened. Section 19(4) authorizes the Government

to move the tribunal for shortening the period during which the award would operate, if "there has been a material change in the circumstances on which it was based." But this has reference to the period of one year fixed under S.19(3) and if that indicates anything, it is that would be the proper ground on which the award could be reopened under S. 19(6), and that is what the learned Attorney-General contends. But we propose to consider the question on the footing that there is nothing in the statute to indicate the grounds on which an award could be reopened. What than is the position ? Are we to hold that an award given on a matter in controversy between the parties after full hearing ceases to have any force if either of them repudiates it under S. 19(6), and that the tribunal has no option, when the matter is again referred to it for adjudication, but to proceed to try it de novo, traverse the entire ground once again, and come to a fresh decision. That would be contrary to the well-recognized principle that a decision once rendered by a competent authority on a matter in issue between the parties after a full enquiry should not be permitted to be re-agitated. It is on this principle that the rule of res judicata enacted in S. 11 of the Civil procedure Code is based. That section is, no doubt, in terms inapplicable to the present matter, but the principle underlying it, expressed in the maxim interest rei publicae ut sit finis litium is founded on sound public policy and is of universal application. (Vide Broom's Legal Maxims, 10th Edn, P.218) "The rule of res judicata is indicated," observed Sir Lawrence Jenkins, C.J. in Sheoparsan Singh v. Ramnandan Prasad Singh (1916 L.R. 43 I.A. 91; (1916) I.L.R.43 Cal .694) "by a wisdom which is for all time." And there are good reasons why this principle should be applicable to decisions of industrial tribunal also. Legislation regulating the relation between capital and labour has two objects in view. It seeks to ensure to the workman who have not the capacity to treat with capital on equal terms, fair returns for their labour. It also seeks to prevent disputes between employer and employees, so that production might not be adversely affected and the larger interests of the society might not suffer. Now, if we are to hold that an adjudication loses its force when it is repudiated under S.19(6) and that the whole controversy is at large, then the result would be that far from reconciling themselves to the award and settling down to work it, either party will treat it as a mere stage in the prosecution of a prolonged struggle, and far from bringing industrial peace, the awards would turn out to be but truces giving the parties breathing time before resuming hostile action with renewed vigour. On the other hand, if we are to regard them as intended to have long-term operation and at the same time hold that they are liable to be modified by change in the circumstances on which they were based, both the purposes of the legislature would be served. That is the view taken by the tribunals themselves in the Army and Navy Stores, Ltd., Bombay v. their workman (1951-II L.L.J. 31), and Ford Motor Company of India, Ltd. v their workman (1951-II L.L.J.231), and we are of opinion that they lay down the correct principle."

6.6.2 This appears to be the correct legal position and the Tribunal will be giving directions or upheld the settlement on merit only when satisfied that there have been material changes in the circumstances.

CHAPTER-VII

THE WAGE STRUCTURE

(SCALES OF PAY-FITMENT FORMULA-OTHER BENEFITS AND EMOLUMENTS)

SECTION I—SCALES OF PAY

7.1.1 After having looked to the principles to be followed while scrutinising the settlement we can discuss different items on which settlement is arrived at. The first and of foremost importance is the wage structure that is to say the grades of pay together with other monetary advantages receivable by an employee. The Dearness allowance is treated separately and is discussed in the next chapter.

7.1.2 The wage structure conceived by the settlement is linking the revised grades with the revised groups of employees or categories of workers. That is to say there is recategorisation of the employees and the pay grade is improved for each group. In terms of the Reference, this would be covered by item No. 1, "scales of basic pay and method of adjustment in scales of pay" and item No.3, "categorisation of Class III employees in various groups". Item No.2, Dearness Allowance is of vital importance when considering the total salary. This has however been treated as a separate part by the settlement viz. part No. VI, Dearness Allowance. The groups and scales of pay are covered by part I of the settlement whereas part II, Part III, Part IV and part V are stagnation increment; fitment, special pay; advance increment etc. respectively. Part II, Part IV and part V together from item No. 4 of the Reference and fitment is a corollary to part I and other parts. While considering the structure of pay, therefore, it would be convenient to consider all these parts together.

7.1.3 To understand the scheme behind the recategorisation in the settlement, it may be noted that there were nine groups of pay scales prior to the settlement. These have been reduced to four groups. It has to be remembered that the old groups VIII and IX have been abolished, by reason of the award in Reference No. NTB-2 of 1979. Employees in old groups VIII and IX viz. Personal Assistants have been upgraded and the posts are equated with the posts of Offices. Therefore, we have to consider the conversion from the seven groups to four groups. The chart showing the changes, the old and new scale and the categories under each groups is as follows:—

Statement Showing Old and New groups and their scales of pay of the Workmen/employees of the Reserve Bank in class III

Group and scale of pay of the Class III employees under the old settlement dated 7th October, 1970	Group and scale of pay of the Class III employees under the revised settlement dated 28-9-1979
1	2
Group I	Group I
Rs. 210-10-240-15-330-20-410 EB-25-460-30-520-35-590- (20 years)	Rs. 400-20-460-25-510-30-630-35-700-40-780-45-825-50-875-55-930-60-990-65-1120 (20 years)
Categories	
1. Clerks Grade II	1. Clerk Grade II
2. Clerks Grade I	2. Clerk Grade I
3. Coin/Note Examiners Grade II	3. Coin-Note Examiner Grade II
4. Coin/Note Examiners Grade I	4. Coin-Note Examiner Grade II
5. Field Investigators	5. Clerk/Coin-Note Examiner Grade II
6. Typists	6. Clerk/Coln-Note Examiner Grade I
7. Typewriter Mechanics	7. Field Investigator
8. Telex Ooperators	8. Typist
9. Punch Operators	9. Typewriter Mechanic
10. Mechanic-cum-Operators	10. Telex Operator
11. Comptometer Operators	11. Punch Operator
12. Adrema Machine Operators	12. Mechanic-cum-Operator
13. Burrough Machine Operators.	13. Comptometer Operator
14. Tabulator Operators	14. Adrema Machine Operator.
15. Sorter Operators	15. Burrough Machine Operator
16. Fund Machine Operators	16. Tabulator Operator.
17. Telephone Operators	17. Sorter Operator.

(1)	(2)
18. Assistant Air-conditioning Plant Operators	18. Fund Machine Operator
19. Compounders	19. Telephone Operator.
20. Hostel Supervisor	20. Assistant Air-conditioning Plant operator
21. Electricians Grade II	21. Pharmacist.
22. Electricians-cum-Caretaker	22. Hotel Supervisor
23. Assistant Caretakers	23. Electrician Grade II
24. Translators.	24. Electrician-cum-Caretaker
	25. Assistant Caretaker
	26. Translator.
Group II	Group III
Scale : Rs. 265-15-295-20-375-25-450-30-510-EB-30-600-35-670 (17 years)	Scale : Rs. 505-30-565-35-635 40-715-45-760-50-860-55-970-EB- 60-1090-65-1350-70-1420 75-1495 (20 years)
Stenographers Grade II*	Stenographers *
Group III	Group II
Scale : Rs. 255-15-330-20-370-25-470-EB-25-520-30-580-35-615 (17 years)	Scale : Rs. 485-25-510-30-630-35-665-50-815-60-935-EB-65-1065-70-1275 (17 years)
Categories:—	Categories :—
1. Junior Draftsman	1. Caretaker Grade II
2. Overseers	2. Junior Draftsman.
3. Electricians Grade I	3. Overseer
	4. Electrician Grade I
	5. Air conditioning Plant & Electrical Supervisor.
Group-IV	
Scale : Rs. 315-15-345-20-385-25-460-EB- 25-485-30-545-35-615 (13 years)	
Categories : Caretakers Grade II	
Group V	
Scale :Rs. 350-20-450-25-500 EB-25-600-30-630-(13 years)	
Category:—Air-conditioning Plant and Electrical Supervisors.	
*Distinction between Stenographers Grade I and II has been abolished.	
Group VI	Group IV
Scale : Rs. 345-20-425-25-625 EB-25-650-30-710-35-745-40-785- (18 years)	Scale : Rs. 655-40-775-45-910-50-1160-60-1220-EB-65-1350-70-1420-75-1495 (17 years)
Categories.—	Categories.—
1. Economic Assistants	1. Economic Assistant.
2. Statistical Assistants	2. Statistical Assistant.
3. Banking Assistants	3. Banking Assistant.
4. Central Office Assistants	4. Central Office Assistant
5. Language Assistant	5. Language Assistant
6. Field Inspector	6. Field Inspector
7. Supervisor, Machine Section	7. Senior Draftsmen
8. Senior Draftsmen.	@ 8. Teller
	9. Architectural Assistant
	10. Library Assistant.
** Post of Supervisor, Machine Section has been abolished	
Group VII	
Scale : Rs. 390-25-565-30-625-EB-30-715-35-750 (14 years)	
Categories :	
1. Tellers.@	
2. Stenographers Gr. I *	

@(1) Tellers in the Cash Department in Group VII of the 1970 (old) settlement have been clubbed with the employees under Group VI of the old settlement and put in Group IV of revised settlement.

*(2) Distinction between Stenographers Grade I and II has been abolished and have been placed together in Group III in revised settlement.

(3) Groups VIII and IX have been abolished and the posts mentioned therein have been up-graded to the post of officers.

7.1.4 A look at the above chart will show that there is practically no change in group No. 1 old and new. Formerly it consisted of 24 categories of workers, the first four being Clerks grade II, Clerks grade I, Coin/Note Examiners grade II, Coin/Note Examiners grade I. By reason of the combind recruitment from 1972 onwards, for the posts of Clerks and Coin/Note Examiners, the 4 categories automatically become 6 viz. Clearks grade II, Clerks garde I, Coin/Note Examiners grade II, Coin/Note Examiners grade I, and Clerks/Coin-Note Examiners grade II, Clerks/Coin-Note Examiners grade I. If we look to the pay range of this group, formerly the grade was starting with Rs. 210/- and reaching the maximum of Rs. 590/- in 20 years. With the settlement, the grade starts at Rs. 400/- and it goes upto Rs. 1120/- in 20 years. The higher salary is due to the absorption of the 90% Dearness Allowance into the basic salary and the stages for increments yearwise are the same.

7.1.5 So far as the old group II is concerned it consisted of Stenographers grade II. They were having a pay range from Rs. 265 to Rs. 670, during a span of 17 years. They are now included in group III, but the distinction between Stenographers grade II comprised in group II and Stenographers grade I coming under the old group VII is abolished and group III consists of Stenographers only. This category therefore includes both types of Stenographers with the higher pay ranging from Rs. 505 to 1495, the span lengthened to 20 years. Although the span is lengthened by 3 years the fitment formula takes care of it, so that the maximum is reached by the existing stenographer grade II in 17 years stages of increment are likewise equitably adjusted.

7.1.6 The old groups III, IV and V now stand combined in one group viz. new group II. The name of the workers comprised in each of the old categories can be noticed in the chart given above and can be compared with the list shown in new group II. For the old group III the scale started from Rs. 255 and was reaching upto Rs. 615 in 17 years. For the old group IV the scale started from Rs. 315 and was reaching upto Rs. 615 in 13 years. For the old group V, the scale started from Rs. 350 and was reaching upto Rs. 630 in 13 years. The combined scale started at Rs. 485 and goes upto Rs. 1275 in a span of 17 years. It can be noticed that the start of the new grade is obtained by adding 90 per cent to Rs. 225, the lowest of the original three grades, and the maximum is the highest of the three grades with one increment more. In the new grade the span is of 17 years corresponding to old group III, but the span was lesser in old groups IV & V. This has been taken care of in the fitment formula by seeing that the existing employees could reach to the top of the grade by about the same expected time, periodwise. Increments are fairly well adjusted. There is thus the reduction of two groups. The other reduction is because of the remaining category from group VII viz. Tellers, having been put in new group IV, Stenographers grade I of this old group VIII having been merged in the new group II. Old group VII thus gets abolished. Now the

new group IV consists of the old group VI with the addition of Tellers from the old group VII, and the addition of two categories of Architectural Assistants and Library Assistants which could easily be equated with difference assistants comprised in this group. The old scale of old group VI started from Rs. 345 and ended with Rs. 785 in 18 years. The new scale starts from Rs. 655 with 90 per cent absorption in basic pay and reaches Rs. 1495 in 17 years. The span is thus accelerated by one year. As regards the Tellers in old group VII reaching the maximum of Rs. 750 in 14 years when the grade started at Rs. 390, higher than the start in old group II, fitment formula takes care by seeing that the existing Tellers could reach the highest of the grade in 14 years, and do not loose the benefit of higher start of Rs. 390 in comparison to the start of Rs. 345 in old group VI. Here also increments are fairly well adjusted.

7.1.7 This is the way in which the 7 groups have been reduced to 4 groups, and the 90 per cent pay has been absorbed in the basic pay. The learned counsel for the Reserve Bank of India argues that there is a substantial increase in the grades of pay due to the 90 per cent increase in the basic salary and the same compares favourably with the scales of pay allowed of Class III workmen (clerical staff) under the bipartite settlement dated 1-8-79 entered into between the various Unions and the Indian Banks Association relating to 'A' Class Commercial Banks. He maintains that as the Bank is not a profit making commercial undertaking, there is no case for a further upward revision of the scales of pay. Adverting to the peculiar position of the Reserve Bank of India an employer and relying upon the observations that the wages in the banking industry are highly disproportionate to the wages in the other sector of the economy he says that already the banking industry is considered to be High Wage Island. Wages must be linked with productivity and as there has been no increase in the productivity, case for further increase in the wages of Class III employees of the Bank would not, according to him be justifiable. Apart from that, he also relied upon the passage in para. 2 of Chapter VIII of the IIIrd pay Commission Report, where the Commission had observed that it should be possible to broad-band the different scales of pay for work of more or less comparable responsibility and that wherever marginally different scales of pay exist for particularly the same type of work being done by persons with similar qualifications, the scales of pay could be broad-banded in order to reduce multiplicity.

7.1.8 The learned counsel for the Association has also argued that the settlement was arrived at one the background of the bipartite settlement between 'A' Class Commercial Banks and their employees and that there was no possibility of getting much more than what the commercial Banks employees had received. According to the Association, while fixing the wage-structure in the Reserve Bank, right from the date of the Desai Award, the emoluments were fixed at a rate higher than those for the Class III employees in commercial banks. This was because of the specialised nature of the job performed by the employees in the Reserve Bank. It is further pointed out that this difference was maintained in subsequent Awards and the same distinction has been observed while settling the present terms. So far as ex-servicemen are concerned, it is the Association's case that the Aiyar Arbitation rejected their demand for counting the previous service. They also plead that the components of wage-structure for Class IV employees and the Class III employees in the Reserve Bank are not the same. Therefore, these two being separate and distinct categories, comparision would be odious. Although the Class IV employees may have been able to secure some better terms in their subsequent settlement with the Reserve Bank, that should be no reason to discard the present settlement. This settlement will have to be compared with the benefits available to the Class III employees in commercial banks.

7.1.9 As regards categorisation of the employees in Class III, it is the say of the Organisation that the same is not scientific. The reduction in number of groups has resulted in a complicated and discriminatory fitment formula and in any case this regrouping is solely in the interest of the management. It is suggested, on the basis of the observations of Justice Aiyar, that the grouping should be based on scientific job evaluation. Such an evaluation was not undertaken and hence the regrouping should not be blessed with approval.

7.1.10 On behalf of the Co-ordination Committee, it has been said that under the regrouping, Tellers are sufferers, because under the existing scale, there is a 14 years span, whereas under the proposed Settlement, the span is of 17 years, which is said to be a retrograde step. The Karmachari Federation has stated that Coin-Note Examiners Gr.II and Grade I are treated on par with Clerks Gr. II and I for the purpose of dearness allowance and other monetrary benefits, but they are treated differently for the purpose of seniority, confirmation and promotion. This according to them is unjust. There should be one cadre of coin-note examiners and clerks for all purposes, including seniority, confirmation and promotion, irrespective of whether they are graduates or not, and without loss of service for the purpose of counting seniority. In these few sentences, a very large field has been covered- one in respect of scales of pay of the two categories (coin-note examiners and clerks) and two, combined seniority, regarding which there were earlier orders, and the educational qualifications. This, I have dealt with in a separate chapter in respect of the working of the Cash Department. It has been pointed out that for going to the clerical cadre from the Cash Department, under the previous orders, graduation and loss of two-third seniority was compulsory, whereas now Class IV employees can go to the general cadre without being graduates and without even having English as one of the subject for their matriculation.

7.1.11 As regards pay scales, it has been observed by the Third Central Pay Commission, 1973 (Vol. I, Chapter V, paragraphs 46) :—

> "The relative detecoration over the years of Central Government scales of pay particularly as compared to those of the banks which are now nationalised calls for services consideration."

In paragraph 56 it is further observed :—

> "We would further like to caution that a straight forward compulsion of Govt. scales of pay with those prevailing in various non-governmental concerns may be misleading."

In para 72 the commission observes :—

> "We are of the view that the present differences in wages and salaries prevailing among undertakings in the private sector and the public sector as also the Govt. prefer the posts at various levels are so marked that systematic and continuing attention should be paid to the problem."

In fact differences in wages and salaries prevailing among undertakings in private sector and public sector are glaring; that has been the bone of our society and the economics brought into play by different pay scales even in public sector is cutting into our social life, creating various imbalances. The Sooner a national wage policy is adopted, the better for the entire working class. It is only then that the glaring disparities between the emoluments of Government servants and the employees of banks, or employees in the private sector can be minimised, if not altogether eliminated. Otherwise, it becomes a matter of luck that a graduate of the same ability and experience happens to get different emoluments, depending upon whether he enters the Reserve Bank, Life Insurance Corporation or any commercial bank, or gets a Central Government or a State Government job. It may also be remembered that the pay scales of clerical cadre in Banks are remarked to be on the higher side compared to those prevailing in other industries by the Pillai Committee (vide Report, page 33, paragraph 4.8). In paragraph 4.13, the Committee has recommended that the pay structure in banks owned by the Government should not be out of step with that of the public sector undertakings or of Government. It has been truly said by the Boothalingam Committee that the wage structure abounds in disparities, distortions and anomalies (vide para 1.9, page 19). When the Boothalingam Committee has recommended (vide paragraph 6.69), lower rate of growth of wages in "high wage islands", our effort should be to see that such disparities are not further extended. Against this background our purpose, is to find out whether the settlement, arrived at the bargaining counter by the Association and the management of the Reserve Bank is reasonable or not. In doing so, we may

have to look up to what has happened in the past. The topic has been discussed in Aiyar Award at pages 194 and the following. It has been remarked that in fixing the wage-scales of Class III employees of the Reserve Bank, it will be proper to take into account the wage-structure in the commercial banks. The Award also indicated that the wages prevailing in Government service should also be taken into account. Much water has flown under the bridge since the time these remarks were made. By and large, the pay structure in Government offices has receded and the banks in general appear to be paying much higher than what the Central or State Governments are paying to their employees. Consequently, the comparison for the purpose of finding the equity of the Settlement should necessarily be with what is earned by the Class III employees in general in commercial banks. That is what is also stated in Aiyar Award, page 201, paragraph 3.40 :—

> "In the result, it must be held that among the commercial banks, it is the A class banks that are best suited by their standing, strength and profits, for camparison and it is the overall position presenting by them that must be taken into account in fixing the wages and it would not be correct to take the wage scale in any one unit as the basis for fixation."

7.1.12 Incidentally, it may be proper to remark at this stage only that in comparing the emoluments, the total pay packet has to be taken into account. It is not simply the scales of pay it is also the allied advantages, such as the special pay, the fitment formula, dearness allowance and other amenities, which together make the conditions of service, that has to be taken into account to see which group is better off than the other. This is precisely the ratio of the decision in Greaves Cotton & Co. Limited v. Their Workmen (1964) I LLJ 342 when at page 347 the Supreme Court has made following observations :—

> "It has however been urged that the tribunal overlooked considering what would be the total wage packet including basic wages and dearness allowance and that has made the total wages (i.e. basic wage and dearness allowance) fixed by the tribunal much higher in the case of the appellants than in comparable concerns which it took into account. It is true that the tribunal has not specifically considered what the total wage packet would be on the basis of the scales of wages and dearness allowance fixed by it as it should have done ; but considering that wage-scales fixed are less than the highest in the comparable concerns though more than the lowest, it cannot be said that the total wage packet in the case of the appellants would be necessarily higher than in the case of the other comparable concerns. This will be clear when we deal with the dearness allowance which has been fixed by the tribunal, for it will appear that the dearness allowance fixed is more or less on the same lines, i.e. less than the highest but more than the lowest in other comparable concerns. On this basis it cannot be said that the wage packet fixed in these concerns would be the highest in the region. Though therefore the tribunal has not specifically considered this aspect of the matter which it should have done its decision cannot be successfully assailed on the ground that the total wage packet fixed is the highest in the region."

7.1.13 As regards pay-scales proper they are obtained by merging 90 per cent of D.A. in the basic salary. There are marginal adjustments once the maximum is arrived at for determining the interim stages. A glance at the chart would show that the increments are almost pro rata the increments which were earlier available Therefore, so far as the pay scales are concerned, there is nothing much to comment except to consider whether the 90 per cent merger should or should not be considered beneficial. With a view to arresting inflation, it would not be proper to merge the entire D.A. in the basic salary. Similarly to grant D. A. indefinitely, as the consumer price index rises, will not be conducise to the amilioration of an employee. When the price index shoots high, there results a glaring difference between the basic salary and the D.A. Dearness Allowance in hand is not always commensurate with the actual rise in prices, besides it is received in hand sometime later when the calculations for index are made by which time the price structure shows a further change. Consequently when prices do not tend to stabilise and the spiral of inflation is on the increase as is the case now it is better to have a portion of the D.A. permanently absorbed in the basic pay. Dearness Allowance however has to be conceived as a fluctuating item and hence the whole of it, at a given time need not be absorbed in the salary especially when we are considering the case of employees belonging to a higher economic strata in comparison to Class IV services. Once this is accepted and I do not see any reason it cannot be accepted there cannot be 100 per cent rise in the basic salary when thus some portion of the D. A. is to be absorbed, the absorption of 90 per cent D. A. looks to be pre-eminently reasonable. The same pattern has been followed in the settlement relating to commercial banks and therefore it is no use saying that the absorption should be 100 per cent.

7.1.14 As regards categorisation, the scathing attack made by Organisation is not convincing. It is alleged that the regrouping is not on scientific job evaluation, it has resulted into complications and is solely in the interest of the management. While it cannot be denied that job evaluation would be better method, it is difficult to appreciate that the present regrouping has resulted in any complications, Since there were originally 9 groups and since Group Nos. VIII and IX were abolished, there could have been 7 group III and Airconditioning plant and Electrical super- would show that the regrouping mainly consists of merging Groups III, IV and V into the new Group II. Thus there is further reduction of two Groups and it has to be seen whether on the test of job evalution there is likely to be any wide disparity. New Group II, consists of Draftsmen, Overseers, Electricians of old group III Caretakers of old group III and Airconditioning plant and Electrical supervisors of old group V. These are persons from Technical lines but their duties include some clerical work. They could be said to be doing similar type of work though in their professional field and I feel on the test of job evaluation they can be grouped together when they are grouped together by giving them one scale, the span of 17 years of the old Group III is retained as the span for the new group II. Although for the old Group IV and V, each consisting of one category, the span to reach the maximum was 13 years, their pay is so arranged that they reach the maximum at the expected time, periodwise. For the new-comers, there would be no difficulty, as they enter into the higher scale, in comparison with what they would have got had the old scales remained.

7.1.15 In this manner, out of the 9 groups, 4 groups go. One more group, Group VII, which consisted of Tellers and Stenographers Gr.I, is abolished. The work done by these two categories was superior to the work they were previously doing. They were having promotion grades, Now Stenographers Grade I and Stenographers Gr. II have been merged into one category, giving sufficient opportunities for higher salary to seniors and taking precaution to see that nobody is a loser. As regards Tellers, they have been grouped with Assistants included in the new Group IV Assistans are reckoned as higher than Clerks and lower to Staff Officers. Similar is the position of Tellers, higher than Coin|Note Examiners Grade I. The regrouping therefore should not be criticized as improper on the test of job evaluation. By this method one more group—Group VII has been abolished. This is how the regrouping has been arrived at and therefore, the argument that regrouping is not scientific does not appear to be convincing, when we look at the practical aspect of it.

7.1.16 The criticism of the Co-ordination Committee regarding Tellers is based on misunderstanding. If the fitment formula is well studied, it will be seen that nobody loses anything. In fact, the end-point in the scale of Tellers earlier was less than that of the Assistants' scale along with whom Tellers are now grouped. Tellers who have now been brought on par with Assistants, get an advantage at the end-point of the scale.

SECTION 2—FITMENT FORMULA

7.2.1 In the discussion made so far I have often referred to the fitment formula. That is embodied in Part III, page 8 of the settlement the Yellow Book. In this Section the same may be looked into in some more detail. When pay scales are changed, fitment in the new scale is a necessary consequence, if not necessary evil. It is correct to say that

the fitment makes the simple scale complicated, but in order to have equity, it is absolutely necessary. When the Settlement of 7th October, 1970 was arrived at, the same question of fitting the existing employees appropriately so that they are not the sufferers arose for decision. The principle followed then was first to fit an employee, as far as possible, on stage-to-stage basis, but where necessary to confer additional benefit to an employee at a lower stage. Under that fitment formula (Part II of the 1970 Settlement), special pay for graduation and other educational qualifications was converted into advance increments and the overall effect or the two changes noted above was sought to be balanced by giving personal pay, wherever necessary. Provisions were made to see that the personal pay continued for a particular period. The same principles are followed in the fitment formula under the present settlement. It has been stated that the existing employees mean those in the service of the Bank on or after 1st September 1978 upto the date of the settlement, i.e. 28th September, 1979. Granting of relief is conceived group-wise. Group I with the higher pay-scale corresponds with the old Group I. Their fitment is on stage-to-stage basis. But, these persons were entitled to personal pay as conceived by Part IIA (iii) of the 1970 settlement. With the increase in the basic pay by 90 per cent, the special pay has also been increased by absorption of the 90 per cent element.

7.2.2 It is in the new Group II that the old Group III, IV and V are amalgamated. Of these, old Groups IV and V had a lower span of 13 years to reach the maximum. For the old Group III, where the span was 17 years as in the new scale, the fitment would be on stage-to-stage basis. The personal pay contemplated under the 1970 settlement, increased by 90 per cent, will be absorbed in the 17th stage of the revised scale.

7.2.3 Caretakers in old Group IV have been given an acceleration, so that they are deemed to be on the 5th stage at the start and so on and so forth, obviously because earlier their span was 13 years to reach the maximum of the scale and under the revised scale it is 17 years. By reason of the advance fitting in the scale pay the attack on the fitment formula as being retrograde, falls to the ground. Again, as regards the personal pay contemplated under the 1970 Settlement, provisions have been made as in the case of the gold Group III, as mentioned above.

7.2.4 Almost similar is the position in regard to the old Group V, consisting of Air-conditioning, Plant & Electrical Supervisor. The start of their scale was higher than that of old Group IV, but the span to reach the maximum was 13 year as in Old Group IV. Obviously, the fitment has to be done to see that the absorption starts from a higher stage and they also get the advantage of the higher start in compensation to the caretakers of their old Group IV. The caretakers, were deemed to be on the 5th stage. Since old group V is to get more advantage they are deemed to be on the 7th stage, i.e., the existing first stage will be the 7th stage in the new scale. That, however, may give an unwarranted increase in the benefit and hence after reaching the 10th stage in the revised scale, an incumbent is made to remain on the 10th stage itself, but with a personal pay of Rs. 19, introduced on the lines of the personal pay under the 1970 Settlement. In that manner the fitment continues so that on the 13th stage again, the incumbent remains on the 13th stage itself, but with a personal pay of Rs. 19 per month and then he moves on till the 17th stage. The personal pay, which has been introduced under this paragraph, is to be given till the incumbent reaches the last stage, i.e. Rs. 1275. The personal pay contemplated under the 1970 settlement is also increased to Rs. 19 on the principle stated earlier and that pay has been taken on par with the personal pay introduced under the present settlement.

7.2.5 We then come to the Stenographers. The Settlement introduces a common scale for stenographers Grade I and Grade II, but with a higher start after 90 per cent absorption of D.A. The span of the scale has been increased by 3 years. Since the scale applies to Stenographers Gr. II also, no question of granting a jump arises. Therefore, so far as the existing Stenographer Gr. II are concerned, the fitment will be no stage-to-stage basis. So far as the personal pay of Rs. 30 granted to them under Part IIB of the 1970 Settlement is concerned, it has now been raised to Rs. 57 by allowing 90 per cent merger. This personal pay will be received only when the incumbent reaches the last stage of the scale. As regards Stenographers Gr. I; prima facie, they come from a higher grade to a grade with a lower start. Therefore, the jump element has been introduced. So far as Stenographers Gr. I are concerned, the first stage would be the 8th stage in the new scale and so on and so forth. At the 13th stage, there is again a hiatus and for this purpose, the incumbent, at that stage, gets a personal pay of Rs. 19 which he wil get till he reaches the last stage of the grade. Then he moves on to the next stage in that order.

7.2.6 The new Group IV is the old Group VI, with Tellers introduced in it. The Tellers had a span of 14 years to reach the maximum of the old scale, which under the revised scale is 17 years. Therefore, an element of jumping has been introduced while fitting them. As such the 1st stage of teller will be deemed to be the 4th stage in the revised scale and so on and so forth. As regards Assistants, the span is actually reduced by one year. In their case, therefore, the fitment is on stage-to-stage basis, so that the last and 18th stage of the existing scale will correspond with the last stage in the revised scale. The personal pay of Rs. 30 under Part IIF of the 1970 Settlement is maintained with 90 per cent rise in it.

SECTION 3—OTHER BENEFITS AND EMOLUMENTS

7.3.1 In this Section, we have to consider not only the special pay and advance increments, but also the newly introduced stagnation increments. To speak in general, the special pay as at Part III of the 1970 Settlement appears to have been granted having regard to the special type of work done by the categories listed. In addition, Part IV of the 1970 Settlement contemplated advance increments for educational qualifications like graduation and qualifications obtained in banking examinations, including National Diploma in Commerce. Care is taken to see that a person who reaches the maximum of the scale with these increments continues to get something more by way of special pay. In other words, the benefit for having obtained the qualifications is to continue for a certain period more. Now this special pay is given in terms of increments to the old Groups I and II, whereas for the other Groups, it is turned into an honorarium, or special pay at the option of the employee. Since the honorarium or special pay was to continue till the end of the career or till the employee ceases to be in that grade, no question of special pay after reaching the maximum arises. Under the present Settlement, the same pattern has been followed. In the first place, there is the addition to the scale pay by way of increments or honorarium is differing according to the qualifications obtained and in the second place provision for grant after reaching the maximum is made. Above all the different qualifications have been detailed out. Above all, the present Settlement introduces stagnation increments, which is for the first time available to the employees of the Reserve Bank. It is worthwhile noticing that these increments are counted for the purposes of calculating D.A. etc. and are not treated as mere allowances. The provision for stagnation increments is found in Part II of the Yellow Book, at page 7. All employees in Group I are entitled to stagnation increments, subject to a maximum of two increments each equivalent to the last increment drawn in the pay-scale, for every 5 completed years of service after reaching the maximum of the scale. The period of stagnation has to be reckoned from the date of reaching the maximum under the 1970 Settlement. The first such increment will be granted effective from the date on which it falls due or 1st September, whichever is later, but the next increment will accrue on completion of five years from the date of the first of such increments. There is a further improvement by the Settlement dated 12th March 1980, so that all employees in Group II reaching the maximum in the revised scale on or after 1st January 1980 or thereafter shall get a personal pay of Rs. 25 per month. This stagnation increment is not to be taken into account for the purpose of fixation of pay in the higher grade.

7.3.2 As regards the special pay available under Part III of the 1970 Settlement, the rates are changed by almost adding 90 per cent, but in the case of certain categories like Clerks Gr. I and II, Field Investigators, Asstt. Caretakers etc., the increase is cent per cent, as shown in Part IV Settlement Yellow Book. The provision to grant this special pay to Clerks Gr. II on completion of 9 years of service even if they have not moved on to Grade I after 9 years, if maintained. In fact the pattern is the same.

7.3.3. Part V of the Settlement deals with advance increment-honorarium/special pay. The Honorarium is optional in lieu of the advance increments. It depends upon the educational qualification. For Part I CAIIB|CAIB, it is Rs. 350 for Part II CAIIB|CAIB, it is Rs. 650, for Diploma in Co-operation and Diploma in Industrial Finance, Rs. 200. Advance increments fall into three categories, One for educational qualifications like graduation or National Diploma in Commerce, or Part I or II of CAIIB|CAIB Examination, another, special provision for pharmacists on obtaining D. Pharm qualification and third special provision for technicians like A.C. Plan Supervisors, Electricians, Caretakers, Draftsmen, Overseers etc, on passing Part A or Part B of AMIE. To put in a nutshell, for graduation 2 increments are granted, for Part I CAIIB one increment is granted, for Part II CAIIB, two increments are granted. Similarly, for D. Pharm, one increment is given, for Part A AMIE, one increment is given and for Part B AMIE, two increments are given. This benefit, in fairness, should continue upto the end and should not get merged or the advantage should not disappear when a person reaches the maximum. Therefore, as in the case of the 1970 Settlement, Provision is made for giving special pay on reaching the maximum. This depends upon whether the employee belongs to Group I or to a group other than Group I. The pattern for grant of special pay after reaching the maximum and the figures are the same as in 1970 Settlement with 90 per cent increase. The limits are also on the lines of the 1970 Settlement. There is provision that the existing post-scale special pay will be adjusted in terms of the provisions under the new Settlement. For graduates, other than in Group I, the maximum special pay for graduation is Rs. 250, for Part I CAIIB, Rs. 12 and Part II CAIIB, Rs. 25. Similar provisions have been made for Draftsmen etc. There is a provision that the existing employees who are drawing sepcial pay can have it converted into advance increments, subject to two increments for graduation, one increment for Part I CAIIB, and two increments for Part II CAIIB and also providing that those entitled to such special pay before the present Settlement shall have it adjusted according to the present Settlement.

As regards Stenographers Gr II, it is said that those drawing post-scale special pay after being fitted in the 17th stage, will have their special pay revised on the lines of the special pay available under the present Settlement, but the same will be absorbed against subsequent increments and after reaching the maximum of the ravised scale, they will draw special pay on the lines of the present Settlement.

7.3.4 On behalf of the Organisation, objection is taken to the grant of special pay of Rs. 50 to Clerks Gr. I, Coin-Note Examiners Gr. I etc. According to them, there should have been a separate scale for these categories, as their duties are different. As regards the other special pay after reaching maximum, it is said that these increments should have been from 1st January 1974. It is also said that grant of honorarium for educational qualifications is misleading. According to the Karmachari Federation, the amount fixed as lumpsum instead of special pay is inadequate. Regarding advance increments and honorarium also, it is said that they are inadequate. They point out that many employees in the Cash Department have reached the maximum of the scale and have not been promoted to higher grades on account of insufficient number of vacancies, as a result of which they are stagnated at the top. It is also said by them that two stagnation increments for every five completed years of service after reaching the mximum is extremely inadequate. In respect of Cash Department staff, it is said that there is real stagnation. Picking up the factor of stagnation, it should be remembered that it depends upon the entire set-up. In fact, it could be said with substance that the new stagnation increments probably introduce a beneficial element for the Cash Department staff, who are suffering under the historical set-up. This introduction of stagnation increments is unique, because they are to be counted for D.A. etc., i.e. these increments are "pay" and not allowances, as in the case of commercial banks. In this context the 100 per cent rise in special pay under the commercial banks settlement has to be contrasted with the 90 per cent rise in special pay under the Reserve Bank Settlement. The 90 per cent rise in the Reserve Bank will count for D.A., HRA., family allowance, provident fund, gratuity, etc. and hence in the ultimate analysis, it is a far better benefit, as compared to the commercial banks settlement. In this context, it may also be remembered that stagnation increments are not available to commercial bank employees. It is the case of the Organisation that they are opposed in principle, to the grant of stagnation increments. This is because, according to them, there should be no occasion for anybody to get stagnated and each employee should get atleast 3 promotions in his service. Now, these are not points upon which the beneficial character or otherwise of the Settlement could be looked into. They also say that granting of honorarium is misleading. But, it is only optional and the employee is the right person to choose between honorarium and advance increments. Although, having regard to the peculiar situation, stagnation increments have been introduced there is no likelihood of many getting stagnated. At any rate, nothing has been shown to me to illustrate that there would be large-scale stagnation and hence the force of the objection cannot be appreciated. Inadequacy of the grant is an argument which can not be appreciated. I am not convinced that granting one increment or two increments is irrational or unsatisfactory. The concept or honorarium for educational qualifications does not appear to be misleading, nor does it appear that because two increments are given for graduation, a qualified pharmacist should also get two increments. Looking cummulatively, therefore, the wage structure, including the fitment formula the stagnation increments and other emoluments, stand very high in comparison with the commercial banks. That itself is a good criterion for judging whether the Settlement is beneficial to the employees of the Reserve Bank. Therefore, the settlement regarding pay scales etc. certainly appears to be advantageous and there should be no difficulty in passing an Award in term of them, in respect of all the employees.

CHAPTER VIII

DEARNESS ALLOWANCE

8.1 This is one of the important items to be considered in the pay-structure. According to the settlement, the provisions set out in para. 6 of the earlier settlement of 7th October 1970 will continue to operate, subject to the modifications indicated in para. 6 of the settlement in hand. The rate of dearness allowance is 1.5 per cent upto 31st August, 1980 and 1.58 per cent from 1st September, 1980 onwards, for every slab of 4 points beyond 200 points of the All India average working class Consumer Price Index, (General base being 1960=100). Since 90 per cent of the D.A. is merged in the basic salary and that merger has to be viewed as, in substance 100 points, granting of D.A. for the rise beyond 200 points, can be understood. The controversy centres around the rate of D.A. at 1.5 per cent for a certain period and at 1.58 per cent thereafter. The settlement has also provided for compensatory allowance for persons drawing pay exceeding Rs. 1000 per mensem at index point 340, on the date of the settlement and getting more D.A. than the D.A. provided by the settlement. This compensatory allowance has also to be treated as D.A. for the purpose of overtime calculations. The Supplemental Settlement dated 12th March 1980 (Paragraph 4) provides that if a junior employee, on reaching the maximum of a scale, draws as compensatory allowance, more than the quantum of compensatory allowance drawn by a senior employee at the maximum in the same scale, the difference in the compensatory allowance will be paid to the senior employee as Special|personal Allowance, so long as he remains in that scale.

8.2 According to the Organisation, the merger has to be at 100 per cent and the D.A. therefore should have been 1.6 per cent, to maintain the status quo. They are also opposed to tappering, ceiling and freezing of D.A., because it means further erosion in wages. They contend that under the settlement there is only a meagre rise in the emoluments.

8.3 The Co-ordination Committee also argues that ceiling on D.A. results in lesser D.A. than the existing quantum of D.A. They are also opposed to tappering of D.A.

8.4 The Karmachari Federation has pointed out that 75 per cent neutralisation is not adequate. According to them, there should have been cent per cent neutralisation. They further say that, as in the case of Class IV Staff, neutralisation for Class III staff also should be at 100 per cent. It is suggested that 50 per cent of the D.A. should be merged in the basic salary when the index reaches 100 points.

8.5 On the question of neutralisation and tappering, authorities appear to be clear that while giving relief to Class III employees, the principles followed in making the settlement are the correct principles. SEAL Works v. State Industrial Tribunal Nagpur, A.I.R. 1978 SC 1113, can be cited as the recent authority to show that 100 per cent neutralisation

encourages inflationary trend. The observation in paragraph 26 in this connection are as follows :—

> "Though the dearness allowance is given to compensate for the rise in cost of living, cent per cent neutralisation is not given as it may, tend to inflation."

Though the High Court approved 100 per cent neutralisation, the Supreme Court struck down this direction, saying that the same was not in conformity with the earlier decisions of the Supreme Court.

8.6 The judgement in CVKV Sahakari Mandali v. G. S. Barot AIR 1980 S. C. 31 also enunciates the same role. The observation in paragraph 8 and 9 of the judgement are as follows :—

> "It has been held that cent per cent neutralisation cannot be allowed as it would lead to a vicious circle and add to the inflationary spiral. It was observed that there was no reason why the industrial worker should not make sacrifices like all other citizens. In Clerks of Calcutta Tramways v. Calcutta Tramways Co. Ltd., 1956 SCR 772, this Court said "We can now take it as settled that in matters of the grant of Dearness Allowance except to the very lowest class of manual labourers whose income is just sufficient to keep body and soul together, it is impolitic and unwise to neutralise the entire rise in the cost of living by dearness allowance. More so in the case of the middle classes". The same view was expressed in the Hindustan Motors Case 1962 (II) LLJ 352 S. C. and was reaffirmed in Hindustan Times Ltd., New Delhi v. Their Workmen, (1964) 1 SCR 234, where it was observed that the whole purpose of dearness allowance being to neutralise a portion of the increase in the cost of living it should ordinarily be on a sliding scale and provide for an increase on rise in the cost of living and a decrease on a fall in the cost of living. In Kamani Metals and Alloys Ltd. v. Their Workmen, (1967) 2 SCR 462. it was held that 100 per cent neutralisation is not advisable as it will lead to inflation and therefore dearness allowance is often a little less than one hundred per cent neutralisation. In Bengal Chemical and Pharmaceutical Works Ltd., v. Its Workmen. AIR 1969 SC 360, it was laid down that in considering a claim for dearness allowance or revision of dearness allowance amongst other factors it should be borne in mind, (1) Full neutralisation is not normally given, except to the very lowest Class of employees; (2) The purpose of dearness allowance being to neutralise a portion of the increase in the cost of living, should ordinarily be on a sliding scale and provide for an increase on the rise in the cost of living and a decrease on a fall in the cost of living. In Silk & Art Silk Mills Association Ltd. v. Mill Mazdoor Sabha, (1972) 1 SCR 277, a grant by the Industrial Tribunal of 99 per cent neutralisation of increase in the cost of living was confirmed as the workmen cannot be denied their subsistence wage at its real level because some other comparable concern is paying at a lower rate. In Killick Nixon Ltd. v. Killick and Allied Companies Employees Union, (1975) Supp. SCR 453, this Court after approving the propositions laid down in Bengal Chemical case (supra) proceeded to state at p. 467: "There is, however, one thing which we must point out lest there should be some misconception about it and that is that so far as the lowest paid employees at or just above the subsistance level are concerned, they are entitled to 100 per cent or at any rate not less than 95 per cent neutralisation of the rise in the cost of living and hence there should be no ceiling on dearness allowance payable to employees within the slab of first Rs. 100, unless it can be shown by the management that the rate of neutralisation in their case is more than 100 per cent. The decision is authority for the proposition that the rate of neutrialization cannot be more than 100 per cent even in the case of lowest paid employees. The proposition laid down in the decisions cited above were reiterated and followed in Shivtai Fine Art Litho Works v. State Industrial Court, Nagpur (1978) 3 SCR 411."

> "The law is thus clear that dearness allowance is intended to neutralise a portion of the increase in the cost of living. Though 100 per cent neutralisation is not advisable as it will lead to inflation, full neutralisation may be permissible only in the case of the lowest class of employees. The management is entitled to complain if the neutralisation is more than 100 per cent."

8.7 A look at the judgements relied upon by the Supreme Court in CVKV Sahakari Mandali (supra) viz. Hindustan Times Ltd. v. Their Workmen, (1963) I LLJ 108 (page 115, col. 2) would show that D.A. should be on a sliding scale and should be linked to cost of living index. The authorities cited in the Supreme Court judgement CVKV Sahakari Mandali (supra) such as Hindustan Motors Ltd. v. Its workmen, (1962) 2 LLJ 352, Bengal Chemical and Pharmaceutical Works Ltd. v. Its Workmen, (1969) 1 LLJ 751 make it abundantly clear that full neutralisation is not given, except to the lowest category. There should, therefore, be no comparison between the Class III and Class IV staff, in respect of the grant of D.A. The social and economic outlook in granting D.A. to Class IV staff is widely different from its purpose in relation to Class III staff. Therefore, it will be erroneous to compare Class IV and Class III staff and say that neutralisation should be at the same rate for both. If full neutralisation is granted to all, we will only be running after inflation, instead of curbing it, and disturbing the equilibrium in the purchase market.

8.8 The Third Central Pay Commission Report, 1973 (Volume IV, page 55, paragraph 17) shows that neutralisation should be at the lowest level only upto 95 per cent. According to the Boothalingam Committee Report (paragraphs 7.21 and 7.22), the degree of neutralisation should decline substantially in the higher pay packets and D.A. should go on tappering towards the top. Desai Award has followed this principle while granting 100 per cent neutralisation to Class IV staff and only 75 per cent neutralisation for Class III staff. Aiyar Award, vide para 7.1 page 246, has rejected the demand for grant of 100 per cent neutralisation for Class III staff.

8.9 Killick Nixon Ltd. v. Killick and Allied Companies Employees Union, (1975) II LLJ 53 is an authority to support ceiling on D.A. when it is observed in paragraph 33, page 63:—

> "The capacity to pay will not alone be of moment in favour of removal of ceiling".

Supreme Court has approved this decision and the principle enunciated in Voltas Ltd. v. Voltas & Volkart Employees' Union, (1976) II LLJ 405.

8.10 On the question of the grant of D.A. on sliding scale, the principle approved by the Supreme Court, relevant observation in (1962) II L.L.J. 352 Hindustan Motors Ltd. v. Their workmen at page 335 col. 2 are as follows :—

> "The whole purpose of dearness allowance being to neutralise a portion of the increase in the cost of living, it should ordinarily be on a sliding scale."

This was further approved by the Supreme Court tacitly in Hindustan Times Ltd. v. Their workmen (1963 I LLJ 108 at P. 115.

8.11 Mr. Mehta for the Organisation criticized the scheme of D.A. and said that in as much as it ignores the principles laid done by the highest court of the land it is invalid and unacceptable. He relied upon the decision in the case of Greaves Cotton & Co. v. Their workmen 1964(I) LLJ. 342, where Supreme Court has said that the employees getting same wages should get the same D.A. irrespective of whether they are working as clerks or members of subordinate staff or factory workmen. In taking assistance of this proposition, Mr. Mehta is comparing the pay packets of a class IV employee of the Reserve Bank of India with the pay packet of a class III employee. But obviously the two would not be at the same level so far as the standing in service is concerned. Class IV employee starting with a lower salary would be having longer service than a class III employee for having the same wages packet without the D.A. Thus, the comparison before the mind of Mr. Mehta is between two employees from different categories differently placed in total service.

8.12 In Greaves Cotton & Co. (supra) facts as gathered from page 349 of the report would show that subordinate

staff was getting D.A. on different scales based on the old textile scale of D.A. The Tribunal had put the subordinate staff in the same scale of D.A., as clerical staff because a member of the staff drawing the same wages was getting less D.A. than a member of the clerical staff on account of different scales of D.A. for subordinate staff and clerical staff and the discrepancy was very glaring as between clerical staff and factory workmen. The Tribunal wanted to remove that incongruity. In other words, on the facts of the case although the wage packet without the D.A. was the same the subordinate staff possibly having put longer service was receiving lesser D.A. and the Tribunal could not withstand that erosion in pay of the lower paid class. With the Reserve Bank of India that has not been the position. The wage scales of Class IV employees and Class III employees have moved differently and right from the time of Desai Award Class IV employees have been getting 100 per cent D.A. i.e. to say 4 per cent for every 4 point rise in the Cost of Price Index above 100. At the same time, Class III employees were getting 75 per cent merger i.e. to say 3 per cent rise for every 4 points. After the bilateral settlement with Class III employees of 7th October 1970, the same pattern has been followed and Class III employees continued to get 75 per cent rise whereas according to the conditions prevalent for Class IV employees, they were getting 100 per cent rise in the D.A. Although the judgement in Greaves Cotton (supra) has been pronounced after the Desai Award, the conflict or non-observance of the principles laid down by the Supreme Court could certainly have been brought to the notice of the concerned parties at the time of the bipartite settlement of 7th October 1970. Even then, the set up of 100 per cent merger to Class IV and 75 per cent merger to Class III employees has continued. In the present settlement, after the absorption of 90 per cent D.A. in the basic salary to be reckoned as 100 per cent merger the D.A. stands at 75 per cent for class III employees, but in the bilateral settlement with Class IV employees dated 31st December 1979, there is a cent per cent merger of D.A. in the basic salary and the D.A. is 100 per cent.

8.13 It is true that the principle laid down in the Greaves Cotton & Co. (supra) regarding the grant of same D.A. when the wages are the same, has been approved by the Supreme Court in the later decision, Bengal Chemicals & Pharmaceuticals Workers v. Its Workmen 1969 (I) L.L.J. 751. But it has to be remarked that judgement ad seriatum lists the principles that emerge from the consideration of the case law. The principle upon which Mr. Mehta has due it is at Serial No. 4 in that list. At Serial No. 1 is the principle that full neutralisation is not normally given except to the very lowest class of employees. In the earlier paragraphs I have dealt in detail, as to how there cannot be full neutralisation for Class III persons but now there ought to be full neutralisation for Class IV employees. When Mr. Mehta has put forward his arguments on the basis of two incumbents one of Class IV and the other of Class III differently placed, there would be conflict with principle No. 1. That principle regarding neutralization will leave to be given more weight and would override the application of principle No. 4. We cannot ignore that a Class IV employee needs 100 per cent neutralisation. Therefore, in the case of the type, we are discussing, the factor of neutralisation will have to be of more importance. The work done by Class IV employees is different, the duties done by Class IV are different, the economic status is different and hence the seeming conflict between the two principles will have to be resolved in the manner suggested. I am therefore not convinced with the argument that because of the non-observance of the principle laid down by the Supreme Court, the D. A. scheme is invalid or unacceptable.

8.14 With the present Settlement, it would be unnecessary to discuss whether D.A. should be industry-wise or whether it should be region-wise. The earlier Settlements and bipartite agreement proceeds on the absis of comparison with the other banking companies. There is therefore no question of comparison with other industries. As indicated earlier, comparison with Government servants is ineffectual. The question of paying capacity does not arise so far as the Reserve Bank of India is concerned. Consequently, comparison with commercial Banks alone is the proper comparison. The various principles referred to above for grant of dearness allowance have been followed in the commercial Banks Settlements. Therefore, our further discussion should be how the scheme embodied in the present settlement stands in relation to the D.A. scheme of the Commercil Banks.

8.15 One of the questions debated was whether the settlement is equitable when it accepts D. A. at 1.5 per cent till 31st August 1980 and 1.58 per cent from 1st September 1980 onwards. The Settlement is operative from 1st September 1978 though it is made on 28th September 1979. Obviously, therefore, the lesser rate of D. A. is accepted for the 24 months from 1-9-1978 to 1-9-1980, and the higher rate at 1. 58 per cent is available from 1st september 1980 onwards. The contention raised by the Organisation is that the D.A. should be at 16 per cent. The attack is thus two fold. In the first place it is said that 1.6 per cent is the conversion factor when 90 per cent D.A. is merged in the basic salary and secondly the lesser percentage viz. 1.5 per cent should not have been accepted at all. As regards the first point it may be noted that with 75 per cent neutralisation after a rise of 4 points the rise is of 3 per cent. If 100 per cent merger of D.A. was a reality then because of the 200 points the grant of D.A. over that double rise should have been half the original that is 1.5 per cent in place of 3 per cent. Now, although the acutal merger is 90 per cent it is to be reckoned for calculation as 100 per cent merger and in that light 1.5 percent D. A. for further rise in Cost of price Index is understandable. In fact, the grant of 1.5 per cent for 24 months proceeds on that basis. However, there is 10 per cent erosion in salary when the actual merger is 90 per cent and that is the incentive for shifting from the old percentage and giving more. The more is fixed at 1.58 per cent. Apparently therefore the reasoning is that although the basic salary would be 10 per cent less, let the D.A. be as it would have been had there been no erosion of 10 per cent in the basic salary. That is to say percentage D. A. is to be worked out not on 200 points but on 190 points. Thus, if 1.5 percent is the D. A. for 190 points the D.A. for 200 points comes to $200 \times 1.5 \div 190 = 1.5789$. That can easily be rounded off to 1.58 per cent and as such the contention that the conversion comes to 1.6 % is mathematically not correct.

8.16. Regarding the second attack it is true that there would have been consistency if the D.A. was claimed at 1.58% from the date of operation of the Settlement. Apparently, the financial burden on the Bank would have been much greater in the event of accepting 1.58 per cent D. A. from 1-9-1978. The Association as thus shown some latitude in agreeing to take less. After all, the parties were across the bargaining table and they had to adopt a give and-take attitude. It seems no immense prejudice would be caused by accepting 1.5 per cent D. A. for a short period. If we consider that the commercial Banks settlement which was entered into earlier than this Settlement, provided for 1.5 per cent D. A. throughout, the efficacy of securing 1.58 per cent D. A. atleast from a certain point of time. is highlighted. In this contest we 11 also have to consider that the commercial Banks employees themselves felt like entering into a further settlement to bring their demand-cum-claim in line with the Reserve Bank, so that by the supplemental agreement, they could also secure 1.58 per cent D. A. from 1-9-1980. The points to be noticed are that the employees of the Commercial Banks have found it suitable to ask for 1.58 per cent and that they have not pitched their scale higher than that. This indicates that 1.58 per cent D.A. obtained by the Association is beneficial to the employees and possibly nothing more could be obtained. Hence, the settlement providing for 1.5 per cent for some period and 1.58 per cent for further period is equitable.

8.17 In the arguments, there was discussion about the bonus element. It was said that employees of other Banks receive bonus, whereas there is no provision for payment of bonus to Reserve Bank of India employees. I am not in position to appreciate the relevance of this argument while discussing D. A. At the time of previous Settlement, certain percentage was reckoned towards the likely grant of bonus to employees of other Banks and higher grades were fixed for the employees of the Reserve Bank in comparison with commercial Banks employees. Realisation of higher grades by the Reserve Bank of India employees qua the employees of the Commercial Banks satisfies the element of bonus. When under the Settlement in hand, wage-scales are increased prorata, the bonus element is automatically carried over. There is, therefore, no need to speak about bonus element once again and try to say that the structure of D.A. is defective. It is also worth noticing as pointed out by the Association, in their rejoinder, that the bonus element has been reckoned at 20 per cent. whereas commercial Banks employees do not normally receive more than 8.33 per cent bonus. The substance

of the matter therefore is that the pay-scales in Reserve Bank are fixed in comparison with the pay-scales in commercial Banks, giving sufficient margin for bonus at much more than 8.33 per cent. That is automatically reflected when 90 per cent of D. A. is absorbed in that pay-scale. If, because of the 10 per cent non-granted part, the bonus element is reduced, there is similar resultant reduction in the wage structure and that is a part of the bargaining Mathematical tables expounding the element of reduction would be of no assistance when, on principles, nothing wrong is found in accepting 90 per cent merger in the basic salary for 100 points rise.

8.18 So far as ceiling on D. A. is concerned, the method adopted in the Settlement looks more beneficial. The commercial Banks settlement shows that for a pay of Rs. 1000 per mensem, there will be no increase in D.A. Since the scale in commercial Banks appear to be Rs. 1040 at the maximum, Rs. 40 come to be not counted for the purpose of D. A. In the Settlement in hand, the ceiling on D.A. is not in terms of anything in excess Rs. 1000 but is granted in blocks of Rs. 100 over Rs. 1000 i.e. from Rs. 1001 to Rs. 1099 D.A. would be the same and not prorata the actual figure of salary. The moment the pay reaches Rs. 1100 D.A. increases but it would be the same till Rs. 1199 that is to say after Rs. 1000, D.A. is in terms of slabs of Rs 100 and not the actual figure of salary. This system is really more beneficial to the employees of the Reserve Bank.

8.19 In view of the above discussion, the D. A. scheme accepted under the Settlement looks eminently reasonable and fair. It cannot at all be said to be prejudicial to the employees and there should be no hesitation in passing an Award in terms of it, binding on all the employees.

CHAPTER IX

FAMILY ALLOWANCE

9.1 Having looked to the structure of pay, we proceed to notice the terms of settlement in respect of different allowances such as Family Allowance, House Rent Allowance, Travelling Allowance, etc. as referred to in different items of the reference.

9.2 According to the Settlement of 9th October 1970, Family Allowance is paid to the employees on completion of 5 years of service including temporary service if it is continuous, at the rate of 5 per cent of pay. There was the option to choose the scheme under the Desai Award in lieu of the 5 per cent payment, permitting allowance on per child basis. In the present settlement there is a provision for increased rate so that the rate of payment is 5 per cen till the pay reaches Rs. 940 and thereafter the rate of payment is 6.5 per cent. There is a further provision that those who are drawing Family Allowance on per child basis will be allowed to draw Family Allowance on the basis indicated above but their present Family Allowance would be protected so that in case they happen to receive something less than what they were getting immediately before the implementation of the Settlement, the amount they were getting will be protected. By the supplementary agreement of 5-3-1980, it is provided that those who were drawing the allowance on per child basis need not fall in line with the percentage basis but would have the option to continue the allowance on per child basis, with the increased quantum of Rs. 25 per child instead of Rs. 10 per child and the maximum restricted to Rs. 75 but with other conditions of the old scheme remaining unchanged.

9.3 The Settlement also does speak of allowance to be granted to Ex-servicemen. Under the present arrangement, all Ex-servicemen though entering late by age in service are not entitled to Family Allowance until they complete 5 years of service in the Bank. This has been the bone of contention and a grievance is made that this works to the extreme hardship of the Ex-servicemen. In this connection, the settlement provides that the Bank may take a decision in consultation with the Government of India. This, however, is an incomplete decision and therefore the Family Allowance settlement will have to be viewed in two parts, part one changing the rates as noted above and part two, the provision in respect of Ex-servicemen which is incomplete and therefore one which cannot be given effect to. The grievance of Ex-servicemen is thus not redressed.

9.4 On behalf of the Ex-servicemen, it is said that the Ex-servicemen must be given the benefit of their combatant service in counting the minimum period of entitlement and that the grant should be retrospective from the date of their appointment. It is the case of the Ex-servicemen that the date of 1-9-1978 which is the date of implementation of the Settlement is arbitrary and would not afford full relief due to them

9.5 As regards the date of implementation is concerned, the dated 1-9-1978 is provided both for the change envisaged and the likely decision regarding Ex-servicemen on consultation with the Government of India, when the entire settlement is to be effective from a particular date the provisions of the agreement would be applicable from that date. This view is reasonable. If somebody wants to make a case that it must be retrospective in their case, then it must be viewed as a special case and involves in effect the step of setting aside earlier award as well as the earlier bipartite settlement. These repercussions will have to be kept in mind when a decision regarding Ex-servicemen can be arrived at.

9.6 Other point made on their behalf viz. reckoning of their earner military service for purposes of Family Allowance means, a special treatment. The issue as regards counting their previous service while entering the employment of the Bank has been looked into in the Chapter No. VI, Section 5 dealing with the Ex-servicemen. It is held that the demand cannot be looked into in this Reference. But the analysis would not and should not apply when conditions of service in the nature of amenities are being discussed. Family Allowance is an amenity and the approach could be different. The settlement when it touches the Ex-servicemen as a group contemplates some relief to the Ex-servicemen. The parties to the negotiations display an anxiety to give better turn to them. The same is left incomplete. But it is obvious that the settlement does not reject that aspect or that relief. Therefore, that incomplete part will have to be looked into afterwards by the Tribunal on its own. On behalf of Ex-servicemen, different circulars are produced. A resume of it is taken in another chapter. To the extent relevant they can be considered when the item will be discussed further.

9.7 According to the Organisation, the rates given above are unfair and unreasonable because in case of Class IV staff, the Bank has agreed to pay 5 per cent or Rs. 25 per child with a maximum of Rs. 75 per month as Family Allowance. They, therefore, say that a Class IV employee gets more than Class III employees. They say that the rate of Family Allowance should be 7.5 per cent uniform. As in the case of Dearness Allowance any comparison with Class IV shall be ominous even in respect of Family Allowance. The circumstances under which the Class IV persons live cannot be the circumstances under which Class III employees are accustomed to live. Again Family Allowance on percentage basis exceeds the per child basis in certain cases. Initially, as stated in Aiyar Award, it was an allowance for looking after the educational needs of the children and therefore it was dependent upon the existence of a child. Slowly, however, that character is changed and the Family Allowance has acquired the character of monetary help in view of the growing family. As this help is not dependent on the expenses over the children, it can very well be on percentage basis and five per cent looks reasonable. In fact the settlement goes a step further when it envisages two limits of salary, Rs. 940 and above Rs. 940 and the higher percentage viz. 6.5 is granted to the persons whose living conditions could be better after the rise in salary. I fail to understand why the percentage should be 7.5 or how the lesser one is prejudicial. The objection taken by the Organisation therefore is untenable.

9.8 On behalf of the Co-ordination Committee, the objection are similar to that taken by the Organisation based on the comparison with Family Allowance given to Class IV employees. It has been stated that the per child option should be granted to the Class III employees also and they should be allowed to choose either percentage basis or per child basis. That option exists for old employees. But looking to the present nature of the allowance and the era of family planning, grant on percentage basis is more reasonable.

9.9 On behalf of the Karamchari Federation and Cash Department staff it is said that the Family Allowance is inadequate and that it should be at a flat rate of 7.5 per cent and that those practising family planning having no child or one child should be given 10 per cent of pay, those having two children 8 per cent of pay. They are also saying that the limit of 5 years sould be done away with i.e. Family Allowance should be granted right from the date of entry in service. As remarked earlier, the reason for the high percentage cannot be appreciated and the grant of this allowance right from the date of entry in services would replace its complexion as help for growing family so that it may be given when the family is expected to be growing.

although at present it is nothing more than an additional cash payment. Therefore, I am not in agreement with the suggestions made by the Karamchari Federation on this aspect

9.10 It has been rightly pointed out by the Association that linking of the Family Allowance to pay automatically raises the allowance because the pay scales themselves are raised. Family Allowance is peculiar to the Reserve Bank of India. Commercial Banks are not granting such allowance but are giving something comperable as City Compensatory Allowance under the settlement of the commercial Banks. In the 1979 settlement, this has been reduced from 15 per cent to 9 per cent possibly because of the rise in the scales of pay. In the circumstances, the present settlement is a step far in advance.

9.11 In this connection, the Bank has pointed out that Desai Award rejected the demand for Family Allowance before the completion of 5 years service vide paragraph 5.25. From paragraph 6.1 of the Aiyar Award we gather that the Arbitrator did not approve of the reduction in qualifying period of 5 years for payment of Family Allowance. No good case is made out even before me, either for the relaxation of the period or grant of any further increased allowance. In the circumstances, the settlement reached on this aspect is just and fair.

9.12 The result is that there could be an award on the term of Family Allowance, binding on all employees of the Reserve Bank of India, but there would be further discussion at the time of award Part-II regarding the variations to be introduced in respect of the Ex-servicemen.

CHAPTER X

HOUSE RENT ALLOWANCE

10.1 This is dealt with in Part VIII of the Settlement. The Settlement envisages different rates of allowance centrewise. For the higher rent centres, the House Rent Allowance is 12½% of pay with a minimum of Rs.60/- and with a maximum of Rs.150/- per month. For the lower rent centres, the percentage is 7½% of pay with a minimum of Rs.50/- and a maximum of Rs.90/- per month. The distinction between higher rent centres and lower rent centres existed even earlier and the Settlement improves upon the list by adding Lucknow, Nagpur and Pune under the higher rent centres besides Ahmedabad, Bangalore, Bombay, Calcutta, Hyderabad, Kanpur, Madras and New Delhi. As it stands, the provisions look reasonable. It has, however, been classed as unfair and unreasonable by the Organisation on the ground that the House Rent Allowance is inadequate because the offices of the Reserve Bank are situated in the state capitals and big cities, where rent is high. On behalf of the Karmachari Federation and the Cash Department staff, it is pointed out that the housing situation is very tight and it is extremely difficult to obtain houses. Extremely high rented, exorbitant premium is required to be paid and therefore, it is said that the House Rent Allowance should be 20 per cent of the pay with a minimum of Rs.100/-. It is also stated by them that there has been an unfair discrimination in the case of new employees getting quarters as the senior employees are occupying quarters having low rent and they are not prepared to vacate the same. It is said that the quarters which are allotted to them may have a minimum rent which is more than the House Rent Allowance to which a new employee is entitled so that the rent to be paid is more than the allowance.

10.2 Now, so far as the categorisation of centres in terms of higher rent and lower rent is concerned, it looks to be extremely just. Although a place may or may not be the capital of a state, the economic forces in each place work in different patterns and by no stretch of imagination, it can be said that the accommodation problem is similar. It can truly be said that each place has its own problems and it is not an easy issue to tackle. Government Departments and offices of private Organisations granting House Rent Allowance are impelled to grant more on the basis of the prevailing circumstances and peculiarities of centres. Classification of the centres in terms of higher rent and lower rent centres for House Rent Allowance is done by the Central Government for a number of years based on population and economic situation. Such classification is at once desirable and just. The say of the Organisation, therefore, is not at all acceptable. For the same reason the suggestion made by the Karamchari Federation for granting uniform rent of 20 per cent as House Rent Allowance with a minimum of Rs.100/- is not at all reasonable. The rates have to be graded in terms of Centres. When the Federation makes a demand at 20 per cent, I am inclined to feel that it is exorbitant. The rates given in the Settlement look quite satisfactory.

10.3 The other point made out by the Federation in respect of quarters occupied by senior employees and the resultant prejudice to those entering service anew, does not also look convincing. It is no doubt true that any person in the employment having had quarters and if he continues to be entitled to it would be interested in retaining the same. There will be many reasons for it. He is habituated to those quarters habituated to the locality and his problems and conveniences regarding schooling of children, milk booth, marketing, transport, etc. are all patterned on the living conditions there existing. It would be most unjust to uproot him from that place if he is otherwise entitled to occupy those quarters. If the person is not entitled to the particular quarters or if he must shift to higher type of quarters the problem is different. It cannot be a general aspect and I have not understood it is a general complaint against the Reserve Bank of India. Now, it may happen that the quarters built earlier when the construction costs were low would have minimum rent less than the House Rent Allowance whereas quarters built anew would be expensive in terms of minimum rent due to heavy costs of construction and larger outgoings like Municipal taxes. It is conceivable that a new entrant may not get the quarters at the low minimum rent but may get quarters which have cost more in terms of construction. It is understandable that the minimum rent would be more in comparison to older allottees and sometimes somewhat more than his House Rent Allowance. He, however, gets the facility of using a recently constructed accommodation very probably constructed with better and advanced design. If the senior employees have an edge over him, so far as the rents are concerned, he is compensated by having the use of a recent type of accommodation. Even otherwise, that ought not to be a case for complaint or grievance. In fact, all this confusion is the result of the mixing up of the concept of House Rent Allowance and the concept of allotment of quarters. Houte Rent Allowance is available even to those who are not provided with quarters or who do not need any quarters having had their own private arrangement. The scheme for allowance applies to both using the quarters and those not using the quarters. Granting of allowance stands on a different footing altogether than granting of quarters so that if one accepts quarters, one accepts the same subject to the rules made in that behalf. Monetary consideration for the use of the quarters be it rent or licence fee should not be confused with House Rent Allowance. It may be that some are fortunate, some are not. But no question of intentional discrimination comes in. It will be open to any person to refuse to go to the quarters. I understand that there is no compulsion on the part of the Reserve Bank that its employees must occupy the Quarters allotted. Therefore, the alleged injustice cannot at all be appreciated.

10.4 It may be of interest to note that although the Class IV staff get House Rent Allowance at uniform rate at all centres i.e. there is not centrewise distinction in granting House Rent Allowance with the City Compensatory Allowance, which is an additional amenity available to them, the net result is almost the same in terms of monetary relief.

10.5 It is also of interest to note that the employees in commercial Banks, under the 1979 Settlement get 7.5 per cent of pay as House Rent Allowance in metropolitan cities with a maximum of Rs. 85/ and 7 per cent of pay subject to a maximum of Rs. 75/- per month in semi-urban centres. Provisions under the Reserve Bank of India settlement therefore are more liberal. There is nothing that counts against the scheme envisaged in the Settlement and hence it can easily be called fair and just.

CHAPTER XI

TRAVELLING AND HALTING ALLOWANCE

11.1 Item No. 7 of the Reference reads Travelling Allowance including Halting Allowance. Halting Allowance is covered by paragraph 3 Part IX of the Settlement. Paragraph 3 relates to Travelling Allowance granted to the field staff. So far as non-field staff is concerned, Halting Allowance is more important because if the non-field staff travels on duty the present rules make provision for the expenses for such journeys independent of the settlement. As regards Halting Allowance, the rates have been revised by the settlement signed on November 21, 1979 so that the normal rate is raised to Rs. 18/- per diem for all staff from Rs. 10/- or Rs. 8/- depending upon the pay scale, enhanced rate for places listed under category 'A' to Rs.23/- in place of Rs.12/- or Rs.10/- depending on pay and enhanced rate for halt at places listed under category 'B' to Rs. 27/- per diem from Rs. 14/-or Rs. 12/- depending on the salary. There has been a further modification by the agreement dated 12th March, 1980 so that the normal rate is raised to Rs. 20/- per diem, enhanced rate for places listed under category 'A' to Rs.25/- per diem. Enhanced rate for category 'B' is retained at Rs. 27/- per diem. A list of places falling in category 'A' and 'B' is given in the paragraph. So far as Field Staff, Travelling Allowance is concerned, the revised rates under the settlement are Rs. 205/- for the Field Investigators and Rs. 255/- per month to Field Inspectors, instead of the corresponding Rs. 120/- and Rs. 150/- in the bilateral settlement. The scheme thus envisages a considerable improvement. Category 'B' consists of places like Arunachal Pradesh, beyond Inner line vis. Khonea, Tezu, Ziro, Along, etc. and category 'A' includes state capitals and approved hill stations listed in sub-clause 'B' of para 2 of Part IX. Places with a population of 3 lakhs or more would also be looked upon as Category 'A' states. In addition, certain places like Nagaland, Gauhati mentioned in sub paragraphs (d) and (e) of paragraph 2 as well as project areas would be considered as falling under category 'A'. There is a further provision that the Bank will review whether any other place can be included in category 'A' or 'B'. Here again, prima facie, the impression is that the scheme envisaged by the settlement is satisfactory and is decidedly an improvement over the existing terms. When, therefore, the Karmachari Federation speaks of higher mazdoor charges of Rs. 2.50 per package for additional 4 packages, the same cannot be appreciated. It tries to reach something in isolation when actually in all other circumstances, higher rate is provided for. The Federation has spoken about the increase in terms of Rs.25/- and Rs.35/- per diem but on the discussion above, it is not understood as to why there should be such a rise. The Co-ordination Committee had a proposal to raise the allowance to Rs. 20/- and Rs. 25/- per diem respectively for the normal rates category and hill stations. In fact, this has been accepted by the modification agreement of 12th March, 1980.

11.2 For all these reasons, the grievance of the Organisation that the rates of Halting Allowance fall below those existing in the commercial Banks cannot be appreciated. The changes made in the settlement compare favourably with the rates given by the commercial Banks in two categories vis. Rs. 25/- and Rs. 20/-. The say of the Association that this item and other similar items like, officiating pay show considerable improvement over the previous settlement deserves to be appreciated. The overall result is that the rates granted look fair and reasonable. For the same reason, I am not in agreement with the suggestion of the Organisation that the rates for Field Investigators, Inspectors and Building Overseers at project places should be raised to Rs. 300/- per month. No clear case is made out in that behalf. In the result, the provisions under the settlement cannot be said to be unreasonable or unjust.

CHAPTER XII

OFFICIATING ALLOWANCE

12.1 Item No. 9 of the Reference relates to officiating Allowance. From the discussions at the bar, I find that the item relates to the provision in terms of which persons officiating in the higher grade are entitled to pay in the higher grade. The settlement part IX calls it officiating pay and I could gather the impression that the officiating pay so visualised by the settlement is in no way different from the officiating allowance contemplated under item No. 9 of the Reference.

12.2 Under the Settlement, existing provision in the bipartite settlement entitling an incumbent to pay in the higher grade for 10 days officiation in the higher grade including intervening Sundays and holidys and atuhorised Casual Leave will continue. Earlier, Cash Department personnel were also getting officiating allowance on the same basis but now the settlement envisages a much desired improvement inasumch as according to the present settlement, employees officiating in the higher posts in the Cash Department will be entitled to pay in the higher grade for the actual period. In other words, even if the officiation is less than 10 days the higher pay and allowances will be available to the employees for the days of officiation. Looking at the peculiar nature of work in the Cash Department where higher posts carry more responsibility and the incumbents working in these posts are answerable more or less immediately on the spot, this improvement can be appreciated. In fact, the Cash Department had been clamouring for it and that demand has been conceded. The work of the Cash Department, responsibility wise stands on a different footing and therefore, when Karmahari Federation suggests that even in other departments such officiating pay for even a day's officiation should be granted, it does not only look convincing but is impracticable. For instance, if a person is required to look to the correspondence of another person working in a higher post for a day, by no standards it can be said that he has such responsible work as to entitle him to officiating pay for that day. If he continues to do the work for a reasonable period then he should get the higher pay is understandable. Objections taken by the Organisation on the same lines as the Federation therefroe cannot at all be upheld. As the history goes, officiating pay was allowed under the Desai Award for continuous officiation for a period of 15 days or more in the higher grade. Later on this period was reduced from 15 days to 10 days under the Aiyar Award, which itself was a liberal move and the same now continues, except in respect of Cash Department. As observed earlier case of the Cash Deaprtment stands on different footing. In short, the general provisions in this respect look fair and reasonable. Consequently, the proposals in the settlement can be implemented in relation to all the employees.

CHATPER XIII

SHIFT ALLOWANCE

13.1 item No. 10 relates to shift Allowance. It is a compensation to be given to persons who are required to work at odd hours. For the first time under the supplementary agreement dated 21-11-1979 persons working in the evening shift in the

Machine section will be paid an allownace of Rs. 75/- per month, subject of course to the condition that they will be entitled to it as long as they work in that shift, popularly called third shift. Persons who are required to attend the shift at odd hours are put to hardships and inconveniences and this is the rationale behind granting of the allowance. Rs. 75/- per month looks eminently reasonable by way of compensation for the hardships. The Federation asks for Rs. 200/- per month but that sounds an exorbitant demand. Organisation also asks for Rs. 200/- per month for shift Allowance. According to them, transportation charges, change of food habits etc. are the factors to be taken into account. Transportation charges cannot make such a big difference, and change of food habits does not look to be such an outweighing factor as to give the large amount asked for.

13.2 The Federation has asked for an allowance of Rs. 200/- per month for the Telegram section staff. This, however, looks to be a different case. There is nothing like a shift although such persons work overnight. They used to get a special pay of Rs. 50/- per month before the settlement and under the settlement it has been raised to Rs. 95/- per month vide page 11, item 11 of the settlement, yellow Book. This case cannot be considered as falling in the category of shift allowance and the provision made also looks adequate. In view of the above discussion, settlement on the item shift allowance is just and fair and can be implemented in relation to all the emplyees concerned.

CHAPTER XIV

PROMOTON

14.1 This is a very improtant topic in which all showed keen interest. The item listed in this reference is broadly stated as promotion although in the settlement the subject is worded "as promotional Avenue's", promotion can be visualised in two categories, within the cadre and outside the cadre. Since what is achiveed in the settlement is in the nature of expansion in one unit in this chapter I have devoted myself to the bare outline of the subject it can be delibareted further when need arises.

14.2 Under the heading "Promotional Avenues", paragraph 6 in part IX of the settlement deals with the Cash Dapartment and other non-clerical categories. According to sub-paragraph (a), Assistants to Tellers at the public counters are to be upgraded from grade II to grade I of the Coin/Note Examiners. Thier dutles remain unchanged and on days when counters are closed they would perform other work in the Cash Department. Accroding to sub-paragraph (b), Assistants to Dy. Treasurers will also be similarly upgraded from grade II to grade I, their work remiaining unchanged. sub-paragraph (c) shows that there will be 28 new posts of tellers in lieu of Coin/Notc, Examiners grade I entrusted with station duty, postal duty etc. sub-paragraph (d) shows that the tellers assisting the Treasurers will be upgraded to the post of Assistant Treasurers. Sub-paragraph (e) speaks of creating 28 additional regular long-term posts of Assistant Treasurers in addition to 14 posts already sanctioned on short-term basis. Then follow the two prargraphs (f) & (g) which show that the Bank is engaged in a detailed study of the entire question of currency management and the Bank is also to review the position in consultation with the association regarding promotional avenues for typists, Comptists and other non-clerical categories. Althought sub-paragrahs (a) to (e) provide for definite promotional avenues. sub-paragraphs (f) & (g) make the subject inconclusive. In other words, certain immediate benefit is contemplated in relation to some posts in the Cash Department, otherwise there is only the promise to review the entire working of the Cash Deaprtmen as well as to review the position in relation to non-clerical staff.

14.3 In the statement of claims the Bank has however submitted that it is not competent to the Tribunal to decide anything in regard to promotions. In this connection, it is said that promotion is the management function and it is not open to the Tribunal to give any directions in this regard. In support of this contention, reliance is placed on the three decisions, reported in 1961 (II) LLJ 372 India General Navigation and Railway Company Ltd. v. Its Employees, 1963 I LLJ 256 S. C. Brook Bond (India) Pvt. Ltd. v. Their Workmen and 1965 II LLJ 175 All India Reserve Bank Employees Association v. Reserve Bank of India.

14.4 The statement of the Organisation in connection with the topic of promotion makes out a case that threre is severe discontant amongst the employees and the suggestion to consult only the Association for making any changes is against the interest of the employees. It is also said that the imbalance in regard to promoional opportunities in respect of different offices and the departments should be removed. In some offices the employees with six months service is callled for the test of staff officer grade 'A'. In other offices this opportuntiy does not come across persons with 18 years standing. It is further said that the suggested improvement in the Cash Deaprtment is inadequate and the scheme of promotion to staff officers also needs much to be desired.

14.5 The Co-ordination Committee says that the settlement in Commercial Banks provides for definite promotional procedure and avenues which is in contrast with out settlements providing only for discussion. They claim suitable changes in the policy of promotion.

14.6 The Karmachari Federation opposes the separated seniority for the employees recruited in the Cash Department prior to 1973. They submit that there should be one cadre of Coin/Note Examiners grade II, clerk grade II for all purpose including seniority, confirmation and promotion, irrespective of whether they are graduates or not and without any loss of service for the purpose counting seniority. It is said that the Bank did grent injustice by not allowing switch-over to the non-graduate employees working in the Cash Department and injustice in case of graduates only on the loss of two- thirds seniority, while class IV employees even non-graduates are promoted in the combined cadre and there is no loss of seniority in thier case. It is further submitted that promotions for coin/Note Examiners grade II should be on the basis of comman seniority and free mobility from non-clerical cadre to the clerical cadre irrespective of whether they are graduates or not and their total service Class III employees should be taken into account for seniority.

14.7 The statement of the Karmachari Federation means in effect to do away with the switch-over scheme and the combined seniority; they thus want to set the clock completely back an and if they want this opportunity only to the existing employees in the Cash Department then to keep the persons already switched-over where they are, with loss of 2/3 seniority will perpetrate injustice to them.

14.8 In answering this criticism, the Association has said that advance was made throught the combined seniority settlement and the scheme of promotions dated 7-5-1972. According to the association, the settlement dated 28-9-1979 does not only upgrade some posts but some promotional posts are created and that for more promotional avenues there would be the discussion.

14.9 There is no dispute with the principle that promotion is the function of the management. But the proposition to be

discussed has many facets. Promotion is a topic which would come up for consideration when one or more individuals have a dispute regarding the promotions already made. It should also come into discussion when eligible Meritorious persons who should otherwise be given promotion are completely brushed aside an no avenue for promotion is provided for them. Could this be looked at non-chalantly on the broad ground that promotion is a management function, or could it be probed into to find out if it is a policy decision and the policy is fair, reasonable and conducive to industrial peace which is a sine qua non behind all legislation and all functions affecting management and labour ? It may also happen that the management regulates its discretion by making rules or by conventions and a question would arise whether those conventions and those rules are followed in true spirit. An allied aspect would be whether in given circumstances as the time changes there should be any modifications or not to the set of rules enjoined by the management. To say that the Tribunal cannot do anything in any of these circumstances would prima facie not appear to be correct. If it were so, in no case we would have had a reference to the promotion except when one individual is set against another individual and in general references of the present nature, promotions could never have been included as an item. It, therefore, appears that whereas the principal that promotion is a function of the management has to be given due weight and for that matter, very great weight there would be cases depending upon the circumstances and the prinicipies applicable, where the Tribunal can give a finding.

14.10 To trace the case law to the extent relevant we may usefully refer to 1960 II LLJ 272 Vishnu Sugar Mills v. Their workmen which lays down that promotions is an exclusive function of the management. The case was decided in connection with the creation of a higher post and the relevant observations at page 274 are as follows :—

> "As the learned tribunal it self points out, "Promotiom to higher post was the exclusive function of the management" and if a new post is created and a new man appointed, as in this case, it cannot be said that Ramkrishna Prasad/Status was in any way prejudicially effected".

14.11 1961 II LLJ 372 India General Navigation and Railway Co. Ltd. v. Its employees is relied upon by the Reserve Bank of India chiefly because constitution of a board for scrutinizing the promotion by the Tribunal was not upheld by the Supreme Court. Facts of the case would show that according to the Tribunal there was a widespread discontent among the workmen on the question of promotion. According to them, the compnay was following a policy of favouritism, as a result of which promotion were going to the unworthy and undeserving persons. The management had taken the stand that the promotion was essentially a management function, there should be no interference with the company's liberty of action in the matter, especially as the company was making promotions on considerations of workmen's record, output, quality of work and attendence. Now, although the constitution of the board was declared impracticable and although that was in deference to the principle that it was the management function to promote a person on due considerations, it has to be remembered that ultimately the Supreme Court adopted another scheme given in another award to which the company was a party but which envisaged the question of promotion also. It is not as if therefore that there could not have been any directions regarding promotions. But the board consitituted by the Tribunal was set aside. It is not said that the policy could not be discussed by the Tribunal.

14.12 In 1963 I L.L.J. 256 Broke Bond (India) Ltd. v. Their workmen, the observations relied upon by the Bank are that the promotion is to be treated as the function of the management and in the absence of mala fides promtoion effected must be held justified. However, in this very case the formula for promotion evolved by the Tribunal was not discarded by the Supreme Court. The relevant observations at page 257 are as follows:—

> "There can be no doubt that promotions to which industrial employees are entitled normally would be treated as the function of the management, and so even the national industrial tribunal which dealt with this issue recognised that it must be left to the discretion of the management to select persons for promotoin. On the other hand, labour also wants that the claims of employees who are eligible for promotions should be duly considered and so, the formula evolved by the national industrial tribunal requires that at a given time, if more than one person are eligible for promotion, seniority should be taken into account and should prevail unless the eligible persons are not equal in merit. This formula was accepted by the employers and it is on the strength of this formula that the respondents claim is based in the present proceedings".

This case therefore recognizes the importance of the claim of the emplyoees that persons eligible for promotoion should be considered.

14.13 1965 II L.L.J. 175 S. C. All India Reserve Bank Employers Association v. Reserve Bank of India the of repeated observations as it page 195 are :

> "Promotion, it will therefore appear, is a matter of some discretion and seniority plays only a small part in it This dispute is concerned with the internal management of the Bank and the national tribunal was right in thinking that the item of the reference under which it arose gave little scope for giving directions to the bank to change its regulations".

As observed by me while giving the judgement in Complaint case page Appendix 'F' the national tribunal had not before it the item of promotion whereas such an item now exists before me. It is also worth noticing that the Supreme Court in further part of the judgement dose speak of the role of seniority and merit when it is observed at page 196 :

> "Seniority and merit should ordinarily both have a part in promotion to higher ranks and seniority and merit should temper each other"

This case threfore lays down what should be the normal policy.

14.14 We then come to Broke Bond (India) Ltd. v. their workmen 1966 I LLJ 402. The observations relied on by the Reserve Bank of India as at pgae 405 are as follows :

> "Generally speaking, promotion a is management function but it may be recognized that there may be occasions when a tribunal may have to interfere with promotions made by the management where it is felt that persons superseded have been so superseded on account of mala fiedes or victimization".

This is a case where there was understanding regarding the way in which promtoions should take place, but the concerned individuals were dis-satisfied with the promotions made by the management. It is held that the industrial tribunal on its own cannot direct promotion of any particular employee but direct the management to consider the question of promotion. Therefore, as regards the policy matter it was settled by agreement between the parties its application to individuals was in dispute

14.15 In 1974 I LLJ 94 the Hindusthan lever Ltd. v. Their workmen and employee J. was transferred from Feeding Department to Engineering Department. His working was taken as equal to Grade T4 by the Tribunal and he was reposted at Grade T4 in Feeding Department. However, the Supreme Court held that since mala fides or victimization was not proved the labour Court could not arrogate to it the promotional functions of the management. This recongnizes the authority of the management in matters of promotion. This case also relates to the principle to be followed when an individual is dis-satisfied by the action of the management.

14.16 In 1977 L.I.C. 584 A.S. Misra v. Indian Turpentine & Rosin Co. the award provided for automatic promotion. This was upheld but on merits since mala fidas were not proved, it was said that the consideration of promotion on merits was improper. The above two cases are thus laying down the jurisdiction or the province of the Tribunal when an individual has a grievence. Matters appear to be different when we talk about promotional policy.

14.17 The decision reported in 1964 I L.L.J. 386 McLeod & Co. Ltd. v. its workmen whould be of help in discussing the present topic. Directions were given not to re-employ retired persons as it hampered promotion, of those in regular service. The relevant observations at page 388 are as follows :

> "It may be conceded that some of the re-employments may have been actuated by humanitarian motives and the appellant cannot, therefore, be blamed on that account ; but there are some other factors in relation to this problem of re-employment which cannot be ignored. It appears that as many as six persons have been re-employed and the correspondence between the parties on this subject shows that the respondents felt that the policy adopted by the appellant in re-employing the retired personnel was not based solely on humanitarian grounds."

The grievance made was about the policy followed. Obviously, therefore, the policy of promotion was discussed and weighed for its effect on the promotional avenues of the general class of employees. In other words, the Court can go into the questions of general policy regarding promotion whenever it is found to be inequitable. The Court has expressed itself in no uncertain terms. It cannot therefore be said that whenever question of promotion is involved unless there is a case involving victimization or mala fides the matter cannot be discussed. There is thus the jurisdiction in the Tribunal to look into the pros and cons of the general policy of promotion and where necessary to suggest changes or to give directions without interfering with the discretion of the managment so far as the application of the policy is concerned. The field of discreation in application of the policy chalked out is left untouched but the policy could be the subject matter of the discussion. If that is so, whenever the discretion is voluntarily regulated by making rules the efficacy of the rules or the question whether any change is necessary would in my opinion fall for discussion under the item "Promotions".

14.18 So far as our settlement is concerned, besides the modifications suggested in the set up of the Cash Department by sub-paragraphs (a) to (e) sub- paragraphs (f) and (g) of paragraph 6 part IX only speak of the contemplated action. It is incomplete, no award could be passed on it. As regards sub-paragraphs (a) to (e) they constitute a definite expansion of the Cash Department. It is a step in the much desired and the much wanted direction. The agreed changes are beneficial to the Cash Department employees. I did not find anyone against these improvements although there was a clamour for more opening Therefore, the award would include these items.

14.19 As far as other matters are concerned, it is clear that they were in contemplation of the negotiating parties. There was no agreement. It is not as if that the possible total field of operation of the item was investigated and after deliberation conclusions were arrived at so as to show by implication that nothing further was desired at the end of the negotiations. Therefore, matters contemplated by paragraphs (f) and (g) and allied matters would fall for discussion in the second part of the award. Perhaps, it would be of help if I indicate my mind on one of the burning topics, the improvement in the condition of pre 1972 recruits in the Cash Department. I have already held that merger simplicitor with the general cadre is not possible and does not seem advisable. I have also indicated that the problem relates to a smaller group and is not expected to survive for unduly long time. To avoid frustration and consequent loss of interest in the job affecting the performance and efficiency of well tried experienced workmen I feel that whenever an employee in the Cash Department reaches the maximum of the scale, he should receive the salary in the higher grade. For instance a grade I employee should at the end of his scale automatically get the salary of a Teller. I can conceive some complication if such an employee after getting this rise switches over to the general side under AC No. 9 of 1973. To avoid any likely complication there should be the express provision that the facility of automatic high salary would be available only as long as the employee is in the Cash Department and he cannot avail of it when he goes out of that Department. The final shape to be given to this and how it can work will be decided later on, under Part II of this award along with similar matters.

CHAPTER XV

CONFIRMATION

15.1 Item No. 11 of the Reference is 'confirmation'. In the bipartite settlement of 1970, it has been provided that there would be a review for confirmation of temporary staff every six months on 30th June and 30th December of every year. Desai Tribunal in para. 9.7 of its award while dealing with this topic happens to observe that the Reserve Bank had provided for review of the position by the heads of each department, by the Inspection Department and by the Central Office and the result is that the number of persons awaiting for confirmation was considerably reduced. Consequently, the demand for confirmation of those with more than 6 months service was looked upon as of temporary character. The demand was rejected by saying that there can not be any specific period after lapse of which temporary employee should be made permanent. Confirming or not confirming an employee would depend on the sanctioned strength, need for additional staff and the likelihood of additional work countinuing. At the same time, it cannot be forgotten that any person not-confirmed for a reasonably long period remains in suspended state of mind and as he advances in age is also depriving himself of the chance to get service elsewhere. A golden mean will have to be achieved. But the demand for additional work being varying nothing can be predicted with certainty. Even so, the Settlement para. 4 Part IX provides that temporary employees will be confirmed in the Bank's service on completion of 2 years of service subject to the existing rules even if no permanent position are available. This is in addition to confirmation that may come against available permanent positions earlier than 2 years. In short, therefore, by the Settlement, there is an improvement that even if there are no permanent positions available, after 2 years by treating the posts as supernumerary, the incumbents would be confirmed. In my opinion, this is a big stride from the existing position and a definite commitment

beneficial to the employees. In the circumstances, the Karmachari Federation's demand that the staff should be confirmed on completion of 1 year's service is in the nature of securing more beneficial position. But it would not be possible to say that what is achieved is prejudicial so as to rule out what has been agreed upon between the Bank and the Association, consequently that suggestion need not be persued.

15.2 In the statement filed by the Bank it is said that the settlement on this subject may be approved without any modification. But at the time of arguments it is said that the Tribunal should only note the agreement and resist from giving any directions. The Bank was more interested in relaying upon the decision All India Reserve Bank Employees Association v. Reserve Bank of India, AIR 1966 SC 305 which approved the rejection by the Desai Tribunal of the demand for compulsory confirmation after 6 months in the following words.

> "The question of confirmation and the period of probation are matter of internal management and no hard and fast rules can be laid down. It is easy to see from the rival schedules that probationary periods are both short and long. As no question of principle is involved, we decline to interfere and we think that the National Tribunal was also justified in not giving an award of a general nature on this point."

15.3 The Bank is also interested in relying upon paragraphs 12.6 and 12.7 of the Aiyar Award wherein the background and the observations of the Supreme Court are referred and it is said :—

> "It is not suggested that any new circumstances have arisen after the decision of the Supreme Court calling for a review of the question. In the case of temporary workmen as distinguished from probations the decision must be left to the Bank as to when it would confirm them."

15.4 Relying upon these observations it was said that the question of confirmation is a management function. Now, here again, the whole vista of arguments which have been noted at the time of discussion on promotion part gets reopened. To put it shortly although it may be a discretionary aspect of the management once something has been committed in writing, there is every reason to call it as a condition of service and it appears that conditions of service would be a subject matter of the collective bargaining at least within the field of commitment. If, therefore, there could be a decision by collective bargaining, would be Tribunals be prohibited from speaking about the conclusions of the discussions on that part ? However, I do not think I am very much called upon to tread on a field which is at once delicate and narrow. Suffice it to say that the provisions in the Settlement cannot in any way be said to be prejudicial nor do they look unreasonab be in terms of the competitive demand and hence that part of the settlement will have to be approved.

CHAPTER XVI

AGE OF SUPERANNUATION

16.1 Having seen the pay structure and other emoluments as well as the terms regarding promotion and confirmation we should look to the items relating to Age of Superannuation and the superannuation benefits such as Provident Fund, Gratuity and Pension, age of Superannuation is covered by the Settlement under the heading age of retirement in Part IX para. 7. Apart from rider (a) and (b) making provision for some benefits to the persons about to retire pending final decision on this point, the important statement is as follows :—

> "It has been agreed that the age of retirement of Class III employees will be brought in line with the banking industry, in accordance with the decision of the Central Government."

The retirement age of Class III employees in the Banking industry is 60 years. Apparently, parties to the settlement agreed that in the Reserve Bank also it should be the same. Obviously that needs sanction of the Central Government and therefore, the agreed statement was made subject to the decision of the Central Government. Accepting the recommendation of the Second Pay Commission, the Government of India raised the age of retirement from 55 years to 58 years. Aiyer Tribunal considered the topic in the light of Industry-cum-Region basis, because in some regions for non-bank, companies, the age of retirement was 55 years and also in the light of liberality of the post-retirement benefits and refused the demand to raise the a e of retirement. The bilateral settlement of 7th October 1970 did not make any change in the rules in force. According to the Karmachari Federation, the retirement age should be 60 years. The Organisation has said that it would be competent for the Tribunal to make age of retirement 60 years, and as such reference to the Government is unwaranted. On behalf of the ex-servicemen, on the settlement in respect of age of superannuation, it is stated that the Association has failed to highlight the hardships and vows peculiar to the ex-servicemen employees of the Bank. In the face of this criticism, one cannot lose sight of the fact that the Tribunal at present is not utilising the powers to fix the age, the Tribunal would find proper but tries to find out whether what the settlement contains can as a whole be approved or not approved.

16.2 On behalf of the Bank, reliance was placed on the Report of the Third Central Government Pay Commission 1973 Vol. 4 Chapter 60 Para. 10, to say that increase in the age of superannuation will come against the chances of recruitment of others and permanently deprive them of employment opportunities. The Pay Commission, however, recommended the age of 58 years for retirement in the case of Central Government employees.

16.3 The Desai Tribunal vide para 18.1 did not give any direction regarding the age of retirement as that was not one of the matters referred to that Tribunal. But Government had accepted the recommendations of the Pay Commission and it raised the age of retirement from 55 years to 58 years so that the Reserve Bank of India also raised it to 58 years.

16.4 Now the Bank opposes before the Tribunal the rise in the age of retirement on two grounds viz., that Aiyar Award was opposed to making it 60 years inspite of that age limit prevailing in the commercial banks, and that the superannuation benefits given to the employees in Reserve Bank are generous. This stand of the Bank before the Tribunal, to my mind, shows a little shift from the understanding at the time of the Settlement The Settlement means that the Bank is agreeble to the age being raised to 60 years as in the case of commercial banks but the matter was not resting in their hands, they had to await the direction from the Government and therefore, the settlement by itself did not fix the age of retirement at 60 years. In other words it would have been a concluded matter if no directions from Government were necessary. Why the Bank has changed its stand is notunderstandable. The logic behind non-raising the age to 60 years from 58 years would in my opinion

not apply with the same force as it was some years ago. There are changes in employment field all over, longtivity has increased, efficiency increases with experience and the problem of providing incentive to new recruitment is after all transitional. In the circumstances, personally, I am of the opinion that the age should be raised to 60 years. However, just at present as it is not my function to give such directions, irrespective of the desire, if any, of the Central Government to oppose it, I am not deciding the item on my own. I am concerned with approving or not approving what is contained in the settlement. The objections of the Bank on merits have outlived their utility, and in view of the above discussion, are not convincing. The other unions are not opposed to the age of retirement being 60 years. Ex-servicemen have in their statement of claims stated that they should be allowed to serve one year more in appreciation of their sacrifice for the nation and in view of the limited span of their service on re-employment in the Bank. This demand is to be understood in the background of their demand for reckoning Military service for promotion. They thus, want higher pay from the beginning and also the tenure of one year more. Aiyar Award had rejected their demand for extending their tenure proportionately to their entry in service of the Bank. The present demand goes further than that, as far as the tenure is concerned. The demand is not reasonable, more so when I view their re-employment not purely as a reward for Military service. The demand cannot be accepted. Therefore as it stands, I do not find any material to say that what is agreed ought to be set aside or is not worth approving. Direction envisaged from the Central Government, is also proper when viewed in the light of the contracting parties. Consequently, the Award should be in terms of the settlement.

CHAPTER XVII

SUPERANNUATION BENEFITS SUCH AS PROVIDENT FUND GRATUITY AND PENSION

(A) Provident Fund :

17.1 According to the Settlement, Clause 8(a) Part IX, there will be no change in the existing rules of the Provident Fund. However, there is a provision that those who are contributing additional subscription to the Provident Fund under the Reserve Bank of India Employees' Provident Fund (Additional Subscriptions) Regulations, 1950, may modify their earlier instructions given by them including modifyng the rate of subscription with retrospective effect from 1-9-1978. It is a contributory Provident Fund so that the Bank also contributes equal percentage and between 5% to 10% of pay is deducted towards Provident Fund vide Regulations 6 & 8 of the R.B.I. Employees Provident Fund Regulations. These Regulations are made under section 58 of the Reserve Bank of India Act, 1934 with the prior approval of the Central Government.

17.2 It has been pointed out on behalf of the Reserve Bank that since these Regulations are made with the prior approval of the Central Government, the Tribunal, on its own, without such approval cannot make any change. This argument found favour with the Desai Tribunal and that Tribunal refrained from making any changes vide para. 7.18 of Desai Award. The legal embargo put upon the automatic compliance with the directions contained in any award on this subject, can be understood. But it is difficult to appreciate that the Tribunal cannot discuss the subject. On such discussion, the directions given by the Tribunal can be adopted by the Government, if deemed fit. The Government can certainly make changes in view of those observations of the Tribunal. Apart from this technical discussion, when the minimum compulsory subscription under the Regulation is 5 per cent and maximum is 10 per cent of the pay and there is an obligation on the part of the Bank to contribute equal amount, that looks essentially equitable. The present regulations give option to the employee to subscribe more but without the contribution from the Bank. The Karmachari Federation has stated that the present quantum of contribution should continue with interest at 1 per cent above Bank Rate. The Organisation, accepting the principle of 10 per cent contribution, says that the Dearness Allowance should also be included in it. If this suggestion is accepted, it will mean that Dearness Allowance loses its character as an allowance and it to be looked upon as another addition to the basic pay for all practical purposes. Inasmuch as a distinction exists between the two and inasmuch as we are merging a percentage of the Dearness Allowance into basic pay, there is an automatic case for treating remaining Dearness Allowance separately, not having the element of basic pay, included in it. The suggestion do treat Dearness Allowance also for purposes of contribution by the Bank cannot be accepted. As it is, the pay scales in the settlement are increased and thereby some additional benefit flows to the employees.

17.3 As rightly pointed out by the Association, the arrangement in the Reserve Bank is decidedly an improvement inasmuch as in the commercial banks ten per cent contribution is counted on 80 per cent of the basic pay for the first year, 90 per cent for the second year and only from the third year it would be taken into account on the full pay. Such reduction for purposes of calculations not existing in the Reserve Bank of India, is a better scheme. It may also be noticed that the position of commercial banks has somewhat changed at present inasmuch as the allowances termed as Special Pay upon which Provident Fund was counted earlier have now become mere allowances and therefore, are not taken towards counting the percentage contribution.

17.4 As regards Provident Fund, the Organisation has stated that the procedure for withdrawal from Provident Fund should be simplified and the purposes for which it can be allowed may be liberalised. The settlement, as it stands, does not cover this aspect. Without knowing the exact hardships, none of the two suggestions can be appreciated. As the present scheme stands, it does not appear that there is anything which needs immediate attention. At any rate, because this part is not covered by the settlement it is very difficult to say that it should be rejected or the seal of approval shoud be withheld.

17.5 Under paragraph 9(d) of the supplementary agreement dated 12-3-1980, these Provident Fund benefits are also allowed to Part Time employees. This is subject to modfication of the Regulations and in accordance with the other provisions of the Regulations. Part time employees are divided into 3 categories, those working for more than 13 hours a week but less than 19 hours, those working for more than 19 hours but less than 29 hours a week and those working for more than 29 hours a week. The first of the lot are to get 1/2 of the scale pay with proportionate annual increment. The second, 3/4 of the scale of wages with proportionate increase and the third, full wages. Now scale wages means basic pay, special pay, stagnation increment, Dearness Allowance, House Rent Allowance, Family Allowance etc. Conferring of the benefit to Part Time employees also displays a good achievement and the settlement is therefore commendable.

(B) 1 Gratuity :

17.6 Gratuity is paid to the Reserve Bank Employees under the Reserve Bank of India (Payment of Gratuity to Employees) Rules, 1947. There is also another provision for compassionate gratuity. These are the provisions in addition to the applicability of Payment of Gratuity Act, 1972. Statutory provision is compulsory so that Reserve Bank is under obligation to grant

gratuity under that Act, but wherever the rules are more favourable, the employee gets the benefit of the special rules made by the Reserve Bank of India. No gratuity is payable for the service of less than ten years or if the employee is dismissed from service for misconduct. In the settlement, the improvement to the rules is that an employee who has put in 30 years of service will be entitled to 20 months pay with a maximum of Rs. 30,000 in substitution of the previous entitlement of 15 months' pay or Rs. 25,000. However, the settlement provides that the tax liability on the additional payment in comparison to the payment of gratuity under the previous rules, would be borne by the employee. In principle, there should be no complaint against it. In practice it works out to no additional tax at all looking to the present set up of the provisions of the Income Tax Act. Vide Section 10(10)(iii) of the Income Tax Act, 1961 under which Gratuity upto Rs. 30,000 is exempt from tax.

17.7 On behalf of the Organisation it is said that the payment of Gratuity Act, 1972 should be extended for payment of gratuity under the Banks' Rules also and enhanced gratuity payable to the employees should be increased to Rs. 40,000. The Coordination Committee says that the ceiling limit of Rs. 30,000/ is improper, irrational and without any basis.

17.8 Dunlop Rubber Co. (India) Ltd. v. Their Workmen, 1959 II LLJ 826 relied upon by the learned counsel for the Bank lays down that gratuity scheme should be on industry-wise basis and can be settled on industry-cum-region basis as Industrial adjudication is based in this country at least on what is known as industry-cum-region basis. These observations may not apply with full force to us except for drawing comparison with other commercial banks. A number of cases recognise the principle that gratuity should be on the basis of basic wages. The Supreme Court decision in British Paints (India) Ltd. v. their Workmen, 1966 I LLJ 407 refers to British India Corporation vs. Their Workmen, 1965-II LLJ 556 and remarks that "the usual pattern was to fix quantum of gratuity on the basis of basic wages". In Ghaziabad Engineering Co. Pvt. Ltd. vs. Their Workmen, 1969 II LLJ 777, the observations are follows :—

> "There is no clear evidence on the record and no precedents have been brought to our notice to justify a departure from the normal rule that the quantum of gratuity is related not to the consolidated wagepacket but to the basic wage."

17.9 The qualifying period for receiving gratuity would depend upon the prevailing circumstances of the industry. In 1963 II LLJ 403 Wenger & Co. v. Their Workmen, it is said by the Supreme Court at page 414 :—

> "We would therefore provide that for termination of service caused by the employer, the minimum period of service for payment of gratuity should be five years."

In British Paints (India) Ltd. v. Its Workmen (Supra) this was taken as 10 years. The relevant observations at page 410 are :—

> "The reason for providing a longer minimum period for earning gratuity in the case of voluntary retirement or resignation is to see that workmen do not leave one concern after another after putting the short minimum service qualifying for gratuity. A longer minimum in the case of voluntary retirement or resignation makes it more probable that the workmen would stick to the company where they are working. That is why gratuity schemes usually provide for longer minimum in the case of voluntary retirement or resignation. We may in this connection refer to Express Newspapers (Private) Ltd. vs. Union of India (1961-I LLJ. 399) where a short minimum for voluntary retirement or resignation was struck down.

17.10 Again in Garment Clearing Works v. Its Workmen (1961-I LLJ. 513) ten years minimum was prescribed to enable an employee to claim gratuity if he resigned. In Wenger & Co. v. Their workmen (1963-II LLJ. 403), a distinction was made between termination of service by the employer and termination resulting from resignation given by an employee. In the first case, the minimum was fixed at five years, in the second, the minimum period was fixed at ten years by this Court. When it is said ,

> "We, therefore, modify the gratuity scheme in this regard and order that in the case of voluntary retirement or resignation by an employee before reaching the age of superannuation, the minimum period of qualifying service for gratuity should be ten years."

17.11 There is however a general presumption in Calcutta Insurance Ltd. Vs. Their Workman, 1967. II LLJ. 1 that long and meritorious service is necessary for being eligible to get gratuity. The relevant observations at page 9 are :—

> "Gratuity cannot be put on the same level as wages. We are inclined to think that it is paid to a workman to ensure good conduct throughout the period he serves the employer. "Long and meritorious service" must, mean long and unbroken period of service meritorious to the end. As the period of service must be unbroken so must the continuity of meritorious service be a condition for entitling the workmen to gratuity."

17.12 On these grounds, we can usefully go to the case of Remington Rand of India vs. Its Workmen, 1968 I. LLJ. 542 (548) which says :—

> "the length of service qualifying for gratuity has generally been fixed by the Court, (Supreme Court) as between 10 to 15 years in the case of termination of service."

In Hydro (Engineers) (Pvt.) Ltd. v. Their Workmen, 1969 LLJ 713 and M/s. Bhallal & Co. v. Workmen, 1970. 2 LLJ 572, 10 years qualifying sevice was approved. The period of eligibility, therefore, under the scheme of the Reserve Bank does not require any change or adverse comments. Ceiling of 20 months is a good element introduced in the settlement when we compare the ratio in Amritsar Rayon & Silk Mills vs. Their Workmen, 1962 II LLJ. 224, where 15 months pay was the maximum fixed and Greaves Cotton & Co. Ltd. v Their Workmen, 1964 I LLJ. 342 where recognising the trend for higher ceiling limit, 20 months maximum was approved. In the present devalued state of rupee, raising of the figure to Rs. 30,000 from Rs. 25,000 looks eminently suitable.

17.13 Payment of Gratuity Act, 1972 by which some of the employees may be covered is a code in itself. That Act provides for certain ceiling on gratuity vide section 4(3). Gratuity is a retirement benefit and its for felture for gross misconduct is valid and good practice as held in Tournamulla Estate v. Their Workmen, 1973 II LLJ. 241. As a corolory, the recovery of loss from gratuity is also approved by the Courts as the following judgement would show :

1. Wenger & Co. v. Their Workmen (Supra)
2. Motipur Zamindari Co. Pvt. Ltd. v. Their workmen 1965 II LLJ 139.
3. Calcutta Insurance Ltd. V. Their Workmen (Supra)
4. Delhi Cloth and General Mills Co. Ltd. v. Its Workmen 1969 II LLJ 755.

17.14 According to the Organisation, presently, the Bank bears 75 per cent of the tax liability in regard to the increased quantum so far as officers are concerned and therefore they

object to the imposition of the entire tax liability in regard to the increased quantum, so far as Class III are concened. This question of payment of income tax by the management cannot be discussed in isolation. It will depend upon the total payment of gratulty and total tax liability so that the Bank may come forward to share the burden in part when the tax liability is more as in the case of officers. Payment of gratuity should be free from income tax was found unreasonable by the learned judges deciding the case of M/s. Volkart Bros. v. Their workmen 1951 II LLJ 254. Times, have, however, changed from 1951 to 1981, much water has flown under the bridge and if the Bank has been meeting some tax liability, there is no need to interfere. Apart from this, in view of the present provlsions of the Income-tax Act, it is only when the income-tax changes that the subject would be more interesting. As it is stands, therefore, on the question of tax liability, there is no reason to defer the sealing of approval.

(B) (2) Compassionate Gratuity :

17.15 On the question of compassionate gratuity, the existing scheme is continued with the modlfication that the payment would be one month's pay at the rate drawn by the deceased at the time of death for every completed year of servicc subject to a minimum of two month's pay and allowances and a maximum of Rs. 5,000/-. Sub-rule 2 of Rule 5 of the Reserve Bank of India (Payment of Gratuity to Employees) Rules 1947, contemplates such gratuity when an employee dies in service and even when he retlres or had been made to retire or his services are terminated by the Bank for reasons other than reductlon of establishment or dismissal for misconduct. The rules, therefore appear to be very generous. A person going out not only because of disability but a person golng out with stlgma is also entitled to gratuity. This is in line with the present trend of Interpreting gratuity not as reward but as somethlng by way of an additional payment for the services rendered. To such a scheme, prima facie there should be no objection, particularly when it stands improved in the settlement noticed above.

17.16 However, as regards compassionate gratuity, the objection is that the same should not be linked with the period of service rendered by the deceased employee as it restricts the scope and extent of its applicability. They also say that the maximum amount of compassionate gratuity should be increased to Rs. 10,000/-. It seems to me that then is no good case for increase in the maximum limit nor I, can agree with the suggestion that compassionate gratulty should not be linked with the period of service. As the very name would suggest, it is only for certain persons unable to qualify for the regular gratuity because of not having minimum period of service to their credit that compassionate gratuity ls required to be provided for and therefore we cannot countenance the suggestion that it should not be linked with the period of service. If it is desired that the amount of compassionate gratuity should be the same with maximum llmit, even when service is very short than it does not appear equltable especially when such gratuity is payable also to those who are removed from service. Award can therefore be passed ln terms of the agreement for gratuity.

(C) Pension :

17.17 This subject as it stands in the present settlement should not deter us long. Settlement provides only for the setting up of a Study Group by the Bank within one month from the date of settlement to examine the depth and feasibility of introducing a Pension Scheme. The Study Group should give its findings In view of there being no finality, provision cannot be included in the award based on the settlement. The settlement envisages calling representatives from Select Organisations which provision, if approved by the Tribunal, would amount to denying the audience to other Organisations although they are now parties. This withdrawal of their right to take part in the deliberations cannot be justified if the deliberations go under the banner of approval of the Tribunal. The subject, therefore, would remain as not covered by the settlement and can be discussed after this part of the Award is over. Arguments of the bank, could best be looked into when the subject is taken in hand.

CHAPTER XVIII

LEAVE TYPE QUANTUM ETC

18.1 Having seen the terms of settlement regarding the pay scales other emoluments and other benefits we . now look to the other conditions of service such as Leave Fare Concession medical aid and amenities. Paragraph 5 of Part IX refers to Leave, and the Settlement says that the existing rules will continue subject to the improvements (a), (b) and (c) as illustrated. The existing rules are found at page 31 of Chapter 6 of the Reserve Bank of India (Staff) Regulations, 1948. The improvements are that grant of special casual leave for the purpose of sports will be raised from 30 days to 40 days in a year and in case of employees dying in harness, leave salary admissible in respect of earned leave standing to this credit will be paid to his nominee/heirs. There is a further provision that calculations for this purpose are to be made on the last pay drawn and not on the average pay as was earlier provision. Under clause(c), an employee will be eligible for special leave/commutation of sick leave on completion of 3 years of service including temporary service in substitution of the period of 5 years. These are really satisfactory improvements and that appears to justify Bank's submission that there is adequate provision for leave.

18.2 On behalf of the Karmarchari Federation, it is said that although existing casual leave and ordinary leave should continue, unavailed casual leave should be credited to the ordinary leave account, special casual leave should be granted for 45 days in a year to trade union office bearers members for attending seminars/Conference meetings in India or abroad sponsored by any of the trade unions, sick leave should be increased to 24 months, unavailed leave of any type of deceased person should be encashable by the heirs/nominees of the deceased employee and special casual leave to sportsmen should be unlimited. The existing quantum of other types of leave should continue. The demands made are high pitched and cannot stand the test of reasonableness. If casual leave is to be credited to the ordinary leave, there will be no difference between casual leave and ordinary leave. Apart from lacking the practical aspect of discipline and up right management, the proposal betrays misconception regarding casual leave. Casual leave is a privilege which must not be misused. It has to be understood in its true perspective of providing accommodation for unforseen or urgent problems or difficulties. It is for this reasons that casual leave, is looked upon as duty. If this principle is not lost sight of the demand to treat casual leave at par with other leave cannot be upheld.

18.3 When 45 days leave in a year for trade union activists for going abroad and such other activitles is asked for it amounts to extending the limit of liberality to almost undesirable proportions. Those who have the benefit of the employees at heart, should certainly find means and ways to do their activities. Therefore, the demand does not at all look reasonable. Similar is the case of special casual leave without any limit to sportsmen and the same cannot be accepted. Encashment of unavailed leave and payment to the heir/nominee is recognised in the settlement and the provisions in that respect look just and fair.

18.4 In these circumstances, no change in leave conditions is necessary and what is achieved is a good improvement which

should bear the stamp of approval of the Tribunal. By reason of the agreement dated 12-3-80 these leave facilities are extended to part time employees. They will be treated on par with whole time temporary workers. As seen earlier, part time employees are of three types. those serving beyond 29 hours a week receiving full scales of pay together with other emoluments, those serving for more than 19 hours upto 29 hours a week getting 3/4th of the wage scales and other emoluments and those working for 13 hours to 19 hours a week who would receive 1/2 wages and other emoluments. The scales are together with pro-rata increments. The settlement is therefore beneficial to them also.

CHAPTER XIX

LEAVE FARE CONCESSION

19.1 This item is covered by paragraph 9, Part IX of the Settlement. The existing rules are changed by the Settlement to make some improvements. Under the Bipartite Settlement of the year 1970, an employee was allowed to travel in a lower or higher class, including travel by air, provided the actual amount of reimbursement did not exceed the actual fare payable to him if he had travelled a distance of 1208 Kms. by the eligible class. It was provided under that Settlement that dependent parents staying in the same city or suburb, although not staying with the employee in his house, would be entitled to the concession and that while allowing leave fare concession, there will be no limit to the number of fares in the family. There was a further improvement that if the employee opted to have the concession once in three years, then he would be eligible to travel by first class and the concession would be granted on that basis. The option once exercised in that connection was to be final. Similarly, it was clarified that even if the wife of an employee was employed elsewhere and was eligible for a similar concession from her employer she would not be deprived of the concession available to her as the wife of the employee, provived, however, that she gave a declaration that she was not availing of the concession given by her own employer.

19.2 With these changes, the available rules in regard to leave fare concession are found at page 95 of the Reserve Bank of India (Staff) Regulations, 1948. They are quite elaborate and even the changes made by the Settlement in hand run into a number of lines. The exact text would be found in Appendix 'E' Part IX. As regards the rules existing before the Settlement, it may roughly be stated that 'family' was defined for purposes of leave fare concession under Note 10. Leave Fare Concession was of two types, one for visiting the place of domicile and another for visiting any place other than the place of domicile. We need not go into the details of the fares allowed, but we may look at the outlines, which first provides the conditions of eligibility, viz., completion of a specific number of years of service. So far as Class III staff are concerned, they are allowed to travel by air-conditioned chair car and where it is not available, by second class, for visiting the place of domicile. When the visit is to a place other than the place of domicile within a distance of 2410 Kms., a conversion facility for travelling by a lower class, as mentioned in Note 5, is provided. Similar rules are made for travel by steamers. It is provided that the concession would be admissible once in every two years. In certain circumstances, the concession could be availed of separately for the family.

19.3 The improvement made by paragraph 9 of Part IX of the Settlement in hand is that the eligibility distance has been raised from 1208 Kms. to 1500 Kms. each way. Opportunity to change the option from three-year concession to two-year concession has been given. The unutilised set of the concession can be used upto one year and independently for self, family or dependent parents. An employee and the family, can travel independently and to different places. The minimum period of leave for availing of the concession was originally 15 days ; this has now been reduced to 10 days. There is also a provision to get an advance equivalent to 15 days emoluments exclusive of Bank's contribution to Provident Fund and repayable in 10 instalments with 3% interest. There is also an elaborate statement as to when taxi fares, bus fares etc. could be reimbursed. A fair reading of the above would show that the existing rules are very much improved.

19.4 Coming to the objections raised by the Organisation and the Karmachari Federation, the Organisation wants the distance limit to be raised to 2000 Kms. by first class once in two years with conversion facilities respecting any class or transport. They also want that taxi and bus fares should be reimbursed against easily available documents. They also demand that conducted tour expenses should be reimbursed. Another demand is that blood relations should be eligible for leave fare concession. They do not want any limit to the number of fares payable to the family. Leave fare concession should be income-tax free and unutilised sets should be allowed to be carried over indefinately. The minimum period of leave to be taken for availing of leave fare concession should be reduced to one week. Pausing here for a moment, it would appear that inspite of the changes, which prima facie appear liberal, the Organisation, by its Statement of Claim, is asking for a further liberalised scheme, almost bordering on no restrictions reducing the scheme to a sort of further source of income but variable depending upon the size of the family of an employee. At the time of arguments, nothing substantial was stated as to why the concessions provided in the Settlement should not be adhered to or how it is necessary to have further liberalisations, as claimed. Granting, of these demands, does not look reasonable, they will have to be disallowed.

19.5 According to the Karamchari Federation and Cash Department Staff Union, leave fare concession rules should be liberalised to enable the employee and his family to enjoy the facility according to their convenience. Probably, what is meant is that the facilities should remain open and not dependent upon the travel undertaken by the employee himself. They also speak of easier proof, without insisting on money receipts. I do not think this can be accepted by any responsible management. They also argue for first class fare once in two years to the extent of 4000 Kms., taxi fare from residence to railway station, fixed amount of Rs. 50 for luggage charges and extension of convertibility scheme for journeys to visit place of domicile. These appear tall claims. As regards convertibility of journeys to visit place of domicile, it seems the whole purpose would be lost if it is to be converted into a journey for going to any place other than the place of domicile. If a person does not want to go to the place of domicile, then why should he be granted any concession other then the existing concession for visiting places other than the place of domicile, cannot be appreciated.

19.6 In short, therefore, the rules in respect of leave fare concession, even as they exist are satisfactory. More improvements have been achieved by the Settlement and time is not ripe to ask for anything more. Hence, the Settlement, on this score, has to be looked upon as bona fide and equitable.

19.7 As in the case of leave, these facilities for leave fare concession are extended to part time workers by the agreement dated 12-3-1980. They will get proportionate leave fare concession facilities with reference to their hours of work in terms of distance and fares in all cases including visit to their place of domicile. Part time workers are divided into three groups. Working for 13 to 19 hours a week 19 to 29 hours

a week and beyond 29 hours a week so that pro-rata wage scale and pro-rata increments are to be granted to the first two groups on the basis of 1/2 wages and 3/4 wages while the 3rd group qualifies for full scale wages. This is also a good improvement and the award could be in terms of it.

CHAPTER XX
MEDICAL FACILITIES

20.1 From paragraph 8.1 of the Desai Award, we find that the demands raised before that Tribunal were as under. Appointment of Medical Officers on full-time basis at convenient places, including staff colonies and maintenance of dispensaries. An employee should be granted free medical facilities in the Bank's dispensaries and he should be entitled to be reimbursed the full cost, without any limit, incurred for his own illness, including visit fees, injection charges, cost of medicine etc. Families of employees should be permitted to get treatment for ordinary illness from any medical practioner and also treatment by specialists, together with hospitalisation facilities, as given in paragraph 8(1)(b).

20.2 Paragraph 8.4 of the Award lists the facilities extended by the Reserve Bank viz., appointment of medical officers, location of dispensaries, availability of medical facilities to the employees and their families etc. including hospitalisation, hospital charges, cost of special drugs, indoor treatment charges, treatment by specialists, inclusive of pathological examination. In the opinion of the learned Arbitrator, the facilities provided by the Bank were fair and liberal. Directions were given to overcome certain minor difficulties and the position stood at that.

20.3 Under the Aiyar Award, vide paragraph 17.8, no distinction was to be made between an employee and members of his family, even in respect of pathological and radiological examination or treatment. Paragraph 17.9 of that award, relates to the provision for treatment as in-patient in the hospital and the existing provision in that respect were considered reasonable. Under certain circumstances, visits by medical officers for treatment were made free. There were also provisions for reimbursement for private treatment in certain circumstances. The Award provided for exercise of discretion by the Bank in allowing charges incurred by an employee or a member of his family in undergoing treatment under Homeopathy, Ayurveda or Unani systems.

20.4 Under the proposed Settlement of 1979, elaborate improvements appear to have been made, as seen from pragraph 10 Part IX Yellow book, vide Appendix 'E'. To state briefly, the quantum of annual limits under the existing private treatment scheme was raised from Rs. 50 to Rs. 100 and from 100 to Rs. 250. These changes as elucidated by the subsequent agreement dated 12-3-1980 para 8(a) are with retrospective effect from 1st September 1978. Dispensary facilities are also extened to dependent parents, and with retrospective effect from 1st September 1978. When, there is liberal provision for maternity expenses and also a provision for grant of Rs. 75 for caesarean operation with effect from 1st September 1978 as stated in para 8(b) of the agreement dated 12-3-1980. It is specifically provided that the cost of vitamins prescribed for curative purposes will be reimbursed. One more improvement is that if the treatment is taken outside the headquarters, either by the employee or by members of his family, he is entitled to get the same benefit as available under the private treatment scheme at the place where he is staying. Correspondingly for in-door treatment outside the headquarters, hospitalisation facilities, as shown therein, have been extended, so much so that such facilities could be allowed even when the employee and his family are on tour or on leave. liberal payment of hospitalisation expenses has been envisaged by items 1 to 5 of sub-paragraph (f). Sub-paragraph(g) speak of arrangement to appoint lady medical officers at main office dispensaries at Bombay, Calcutta, New Delhi and Madras for attending on female staff.

20.5 As in the case of leave fare concession, what is arrived at between the parties by the Settlement, can, prima facie be looked upon as an improvement over the existing facilities. The Organisation and the Karamachari Federation, in their objections in this respect, are generally speaking of the desire to have uniformity between the medical facilities extended to the officers and to the Class III employees. They wish to wipe off the difference between the officers and the Class III staff, at least so far as medical facilities are concerned. It appears difficult to say that this type of demand will fall for consideration in a bureaucratic set-up. If the officers are to perform different kinds of duties and if there is no grievance that can be legitimately made against granting the officers higher salary and thus treating them at a higher pedestal, giving the more liberal facilities can only be viewed as a corolary to it. The claim made is either to embarass the Reserve Bank of India or is proposed as a tactical move. In any case, in the present circumstances we are interested in finding out whether the Settlement arrived at by the two negotiating parties is so much unjust and unfair that the terms should be discarded. That will not be the result because what has to be looked at is the general structure of pay and other facilities available to the Class III staff, keeping in mind that there is some higher class of officers.

20.6 The other demands put forward by the Organisation in this respect are that "family" should have the extended meaning to include brothers, sisters, children irrespective of their places of residence outside the headquarters, and unrestricted reimbursement for treatment of longstanding ailment and or chronic ailments, which are unethically and often unscientifically disqualified under the facility. now, the first of these is a very tall claim and both have the tendency of being misused. I could not be inclined to accept these considerations for calling what is embodied in the Settlement as unfair and unjust. Normal labour charges are asked to be given at the rate of Rs. 500/- per labour and Rs. 1000/- where there is caesarean operation. It is also demanded that hospitalisation expenses should be reimbursed in full on the strength of the prescriptions of the hospital authorities, without subjecting the claims to curtailments or restrictions. It does not appear that these demands can be conceded; they are too tall to be so conceded. The Organisations want such facilities to be extended to persons under suspension also. If a person under suspension is excluded from the facilities because of the stigma overhanging on him, his exclusion can well be understood. They have also asked for appointment of more lady medical officers. Perhaps, the last demand can certainly be looked into. But, in its absence, it will be difficult to say that whatever has been agreed to between the parties to the Settlement should not be implemented or its effect should be withheld until the demand is conceded.

20.7 The result of this discussion would therefore be that the Settlement on this score is reasonable, satisfactory, bonafide and can be accepted for the purpose of making an Award in terms of it.

20.8 By way of addition it has to be observed that the agreement dated 12-3-1980 envisages the extension of these facilities to Part Time employees. They will get medical aid to the extent of Rs. 250 per annum with no dispensary facilities in respect of their family. As the agreement shows Part Time

workers are devided in three groups the first receiving 1/2 of the wage scales with pro-rata increments, the second 3/4 of wage scales with pro-rata increments and the third full scale wages, including all emoluments. Those working for 13 to 19 hours a week are in first group, those working for 19 to 29 hours a week are in 2nd group and those working beyond 29 hours a week are in 3rd group. This extension to part-time worker is also eminently reasonable and just and therefore the award could be in terms of it.

CHAPTER XXI
AMENITIES

21.1 Since we are dealing with the Settlement, this heading will have to be looked into as it appears at page 26, Para IX of the Settlement. It would be covered by Item No. 20 of the reference, which reads as "welfare facilities like canteens, sports, recreation etc". This will therefore be a part of Item No. 20. However, an analysis of paragraph 11 of the settlement would show that nothing has been finally decided. Sub-paragraph (a) of Para 11 speaks about the enhancement of the quantum of subsidy to the canteen. What is agreed is that the Bank will take up a review. Sub-paragraph (b) refers to grants to the Sports Club. It is agreed that the Bank will consider enhancing the grant. The Bank has also agreed that it will take steps to encourage talented sportsmen. In sub-paragraph (c) it is said that the Bank will extend financial or such other assistance as may be considered appropriate to schemes for promotion of welfare activities. Such as assistance to brilliant/handicapped children of employees, assistance to employees suffering from diseases like Cancer, TB etc., assistence to employees who get disabled, assistance to cultural, recreational activities of the employees. Here also, nothing definite could be gethered and hence none of the sub-paragraphs (a) (b) (c) provides any final agreement on any item or sub-item for purposes of an Award. Thus, paragraph 11 of the Settlement, viz. "Amenities", will have to be ignored.

CHAPTER XXII
HOUSING LOAN, FESTIVAL ADVANCE AND MARRIAGE ADVANCE

22.1 Item Nos. 2, 3 and 4 of the supplementary agreement dated 21st November, 1979 cover these three items. This has a reference to item No. 23 of the Reference.

22.2 There are elaborate rules made in the year 1960 by the Reserve Bank for purposes of granting housing loan. In the agreement of 21st November, 1979 it is decided that the existing basis for grant of housing loans on the basis of 60 times of pay will continue. The minimum limit of housing loan will be reviewed by the Bank in consultation with the Association. This is all the short agreement over the item. The discussion thus seems to have proceeded only on the fixation of maximum and minimum loan to be granted. As far as the maximum is concerned, there is an agreement or understanding that it shall be 60 times the pay so that there is no change in the existing arrangement. Reagarding the minimum, the negotiating parties have not arrived at a definite understanding or commitment but have left it to the review to be carried out by the Bank in consultation with the Association. Now, this type of settlement cannot be embodied in the Award for two reasons. Firstly, there is no definite understanding, and secondly as stated in respect of other items, talks only with the Association cannot be countenanced by the Tribunal when other employees and their Unions have been given an audience.

22.3 In the statement of claims the Bank made out a case that the item is not a condition of service and therefore it cannot form an industrial dispute. It is also stated that loans are granted either to the society or to an individual for purchasing land or flats and the maximum and minimum is linked with the salary received by the individual. The Organisation has stated that the maximum should be 80 times of the total emoluments, the outstanding loan should be ensured under insurance scheme and the premium should be borne by the Bank and the Rules regarding showing the marketable title should be simplified. Karamachari Federation has stated that as in the case of State Bank, housing loan to the employees should be without interest, the minimum loan shall be Rs. 55,000 or 90% of the costs whichever is less and the re-payment period should be 25 years. Loans should be given for individual land or flat. According to the Co-ordination Committee the procedure followed by the Bank is cumbursome, it should be as simple as in the case of other Banks. As regards the Ex-servicemen, it is said that the housing loan should be so spread out that the re-payment schedule is within their limited span of service and there should also be the facility of the balance being adjusted with their superannuation benefits.

22.4 In view of the above discussion, it would be found that the parties have suggestions regarding the procedure to be followed for granting loan, the rate of interest, the re-payment schedule and the maximum and minimum grant. In addition to item No. 23 of the Reference dealing with the housing loan as advance together with festival advance and marriage advance, there is item No. 26 relating to rate of interest on housing loan and other advances. As the settlement between the negotiating parties stands they have only confirmed the existing maximum limit. To that extent since a definite understanding is arrived at it could be said that the topic is liable to be included in the Award in terms of it. Otherwise, the rate of interest together with the connected question of the re-payment of loan and the allied matter namely the procedure for grant can easily be considered either under item No. 26 or by way of the residuary part of item No. 23 where parties desired to have more talk but have not arrived at a definite conclusion. This could be done before me with the help of all parties at the time of Award Part-II. The narrow point for consideration at present would be whether 60 times. the maximum pay as grant appears to be reasonable and just. The keen desire of all parties appears to be to secure more advance. No convincing and elaborate arguments however were addressed to me on that point and therefore I am inclined to feel that the settlement in respect of the maximum should be accepted. Consequently, on this item the Award will include only the part of settling the maximum limit at 60 times of the pay. Rest of the matter would remain for consideration.

22.5 As regards festival advance, it is said that the quantum of festival advance will be increased to a lumpsum of Rs. 600 recoverable in 10 equal monthly instalments. That is a definite understanding. It is also an improvement over the existing scheme; but as has been stated by the Scheduled Caste/Scheduled Tribe Employees' Federation, recognising some more days for grant of festival advance has not been considered. If the item was to remain an open item, this aspect would have been looked into. If, like the family allowance later part, relating to Ex-servicemen the topic was for discussion and the result was inconclusive, the Tribunal could go ahead with the discussion. By not making any provision for discussion on the question whether any more days could be included in the list for granting festival advance, the implications are that the parties did not want any addition to the days. That aspect is thus discarded. Therefore the question posed is whether the item should be treated as closed by reason of whatever is found as settled, or whether the item should not be included in the Award at all. The latter course would be a

defective course, unless the whole of the Settlement is disapproved and considering the comparative ease with which tha can be achieved even after the Award by one directive circular of the management, I am not inclined to defer the pronouncement on the item. What appears to be the understanding between the parties to the Settlement will be adopted if there is to be a wholesale Award on the basis of the Settlement, I would however express that the management should consider including Ambedkar Jayanti as a day for granting festival advance. As the number of times the advance can be drawn, is not getting changed, this facility can be easily extended.

22.6 According to the Settlement, Provident Fund Regula ions, already provide for grant of advance or withdrawal for marriage purposes. No convincing case was made for making any change in the existing rules whereunder marriage advance is received. That is also a definite understanding. Nothing has been stated to show how the understanding is improper or unfair. Hence, what is found in paragraph 4 of the Settlement dated 21st November, 1979, will be adopted for an Award is to be made in terms of the Settlement.

CHAPTER XXIII

GUARANTEE FUND AND GRIEVANCE PROCEDURE

23.1 These two items. in one sense, are unrelated, but they are items 5 and 6 of the Supplemental agreement dated 21st November, 1979 and the only two items to be considered from the various agreements.

Grievance Procedure is covered by item No. 27 of the Reference and Guarantee Fund is covered by Item No. 24 of the reference, which runs as "Discontinuance of guarantee fund in respect of employees in Cash Department". Paragraph 5 of the supplemental agreement dated 21-11-1979 provides only for a mutual review by the negotiating parties of the system of guarantee fund for increasing the present limits of coverage. Paragraph 6 of the above noted agreement relates to grievance procedure. That refers to the draft attached as annexure 'A' to the Settlement Yellow Book. The matter is to be further discussed. All this is incomplete. Besides as remarked at the time of the discussion on the item Housing loan this Tribunal cannot adopt the course & sanctioning discussion between two parties only. Consequently, nothing under these heads would be embodied in the Award. These two items would remain as undisposed of.

CHAPTER XXIV

PART-TIME EMPLOYEES

24.1 The settlement arrived at in relation to part-time employees has already been considered at the respective places. However, since there is a separte parragraph in the supplementary agreement dated 12th March, 1980 relating to part-time employees, it would be better to have a short resume of those provisions.

24.2 According to the agreement, part-time employees whose hours of work exceed 13 per week shall be paid wages in relation to their working hours. Then follows the tabulation which shows that those part time employees who work for more than 13 hours and upto 19 hours a week shall be paid 1/2 of the scale wages with proportionate annual increment. Those part-time employees who work for more than 19 hours and upto 29 hours a week will get 3/4 of the scale wages with proportionate annual increment. Those part-time employees who work beyond 29 hours a week would get full scale wages. There is a note showing that the scale wages shall mean, Basic Pay, Special Pay, Stagnation Increments, if any, Dearness Allowance, House Rent Allowance, Family Allowance etc. payable under the settlement to the full time workmen of the same category. It is further agreed that the part-time employees will also have the following facilities viz. Medical aid, Leave Fare Concession, Leave Facilities and Provident Fund benefits. Medical aid would be to the extent of Rs. 250/ per annum with no dispensary facilities in respect of their family. Leave Fare Concession would be proportionate to their hours of work in terms of distance and fares, in all, cases including visit to their places of domicile, Leave facilities would be on par with whole time temporary employees. Provident Fund benefits would be under the Reserve Bank of India Employees' Provident Fund Regulations, subject to modification of the Regulations in accordance with the other provisions of the said Regulations.

24.3 These benefits to the part-time workmen are really commendable. No party has said anything as to why they should not be adopted. Therefore, the settlement in that respect would be accepted for Award.

CHAPTER XXV

TABULATIONS AND STATEMENTS FILED BY DIFFERENT PARTIES

Section I—Regarding Salary and other Emoluments

25.1.1 All the parties given audience have in support of the various arguments filed different statements illustrating their points. Most of them relate to the scales of pay, Dearness Allowance and other allowances and are drawn with a view to point out whether the present Settelement is beneficial or not. Consideration of these statements, at this stage would give us a compact view of how the Settlement stands in relation to the existing conditions of services and in relation to others such as employees in the 'A' plus Commercial Banks and sometimes also employees belonging to other Classes. In these statements, comparison has been made sometimes with Class IV staff as well as officers of Reserve Bank and sometimes with the Class III and Class IV employees of Commercial Banks. Taking a cumulative view of such statements and broadly considering the statements of the other parties, the statements filed by the Reserve Bank should serve the purpose of comparison with other statements.

25.1.2 Exhibit No. 1 of the Reserve Bank shows different categories of Class III employees and the groups in the Bank before and after the settlement. In other words, it illustrates how the 9 groups which previously existed have now been turned into 4 groups. Exhibit No. 33 would show that maximum number of employees come under Group 1 consisting nearly 90 per cent of the total Class III employees in the Bank. It may be relevant to state that so far as Commercial Banks are concerned, there is only one category of clerical staff but certain persons get special allowance depending upon the nature and volume of work performed. They are not separately grouped or categorised.

25.1.3 Exhibit No. 2 of the Reserve Bank shows the basic pay of Class III employees in the Reserve Bank, Commerical Banks and Government of India. The chart shows that the basic salary has been raised from Rs. 210 to Rs. 400 at the first stage and from Rs. 590 to Rs. 1120 at the last stage. This brings out the contrast with the Commercial Banks where the respective increases are Rs. 325 and Rs. 1040/. Actually comparison with the Central Government services after the 2 Awards and Bipartite settlement, is not necessary, because the nearer industry-cum-employment has been taken as 'A' Class Commercial Banks. A look at the chart would, however, show that in the Central Government services a lower division clerk gets Rs. 260 minimum and 400 at the maximum in the span of 20 years; at the Upper Division clerical level, it is Rs. 330 at the minimum and Rs. 560 at the maximum with the span of 23 years.

25.1.4 In this connection, we can usefully go to the chart, filed by the Association in Exhibit No. 1 which gives the gross and net salary payable to Class III employees of the Commercial Banks, and the Reserve Bank before and after the settlement Exhibit No. 2 is the comparative position of gross emolument taking into account bonus at the rate of 8.33 per cent given to the State Bank of India and the gross emoluments of the employees of the Reserve Bank with the inclusion of the element of bonus. This would show that the employees of the Reserve Bank are better placed. Exhibit No. 7 filed by the Association gives a comparative picture of the Reserve Bank of India and the Commercial Banks as regards the position obtainable under the 1970 settlement and the position obtainable under the impugned settlement. In this connection, it must be remarked that the position of Reserve Bank of India is better in as much as provisions like advance increments, stagnation increment are treated as pay for all purposes in Reserve Bank whereas in Commercial Banks, they are treated as allowances so that they are not counted for Dearness Allowance, etc. Family Allowance is available only to the employees in Reserve Bank, House Rent Allowance obtainable to the Reserve Bank employees is more. shift allowance given to certain employees in the Reserve Bank is also more. The Gratuity, Provident Fund as well as leavefare concession in Reserve Bank is more.

25.1.5 The Organisation has filed exhibit 2 which is a comparative chart showing the net increase in salary of Class IV, Class III and Class I employees of the Reserve Bank under the revised settlements. The average net increase for Class IV employees is much more than that for Class III. The chart is prepared on a percentage basis and indicates that a Class III employee gets 5.4 more whereas a Class IV employee gets 19.95 per cent. Even the Officers appear to be fairing better fate in as much as the percentage increase in their case is 11.76. This comparison, however, could be odious in as much as the three categories stand on a different footing and it is only for some points that there can be a comparison. Duty-wise and principle-wise also it stands on a different footing. Precisely for the same reason Exhibit No. 3 showing wage differential of Class IV employees under the various settlements should not be of much help to us. Exhibit No. 4 is a chart drawn up in terms of co-efficients, whereby the comparison in the wage structure in the Reserve Bank and the Commercial Banks is made. Under the Desai Award, the co-efficient between Class IV and Class III employees at the minimum and maximum was 1.55 and 3.32, under the 1970 settlement it was lower at 1.55 and at 2.62. Under the current settlement, it has come down to 1.36 and 2.03. But as stated earlier, this would only illustrate that Class IV employees are relatively on the speedier progress path. Unless there are firm principals established showing how far Class IV may lag behind Class III, this research would not be of assistance except perhaps, creating dissatisfaction among Class III and Class IV employees. The wage structure of Class III has to be fixed independently more or less in comparison with Class III employees of other units such as 'A' plus Commercial Banks.

25.1.6 Exhibit 16 filed by the Organisation shows the difference in the revised gross salary of Class I, Class III and Class IV employees in relation to the Reserve Bank and the Commercial Banks. Although the co-efficient difference is diminishing qua Class IV employees, it will show that the employees in Reserve Bank in all the classes are getting more than their counterparts in the Commercial Banks. Argument that the relative difference in wages in the Reserve Bank and the Commercial Banks should have been maintained for all the classes, particularly between the Class III and Class IV does not seem to be acceptable.

25.1.7 Coming to Dearness Allowance, we find in Exhibit No.3 given by the Reserve Bank a comparison between the Reserve Bank and the Commercial Banks in respect of Dearness Allowance. The present settlement, it may be noted merged Dearness Allowance at 200 points and thereafter Dearness Allowance is paid at the rate of 1.5 per cent per slab upto 1st August, 1980 and from 1st September, 1980 at the rate of 1.58 per slab, though in the Commercial Banks upon similar absorption, the Dearness Allowance paid was at 1.5 per cent and it is after the settlement under discussion that the Commercial Banks revised their Dearness Allowance and brought it to correspond with 1.58 per cent per slab. This would show that the clerical world has accepted 1.58 per cent not an improper improvement.

25.1.8 Exhibit 4 of the Bank deals with the Provident Fund contribution. In the Reserve Bank under the Reserve Bank of India Employees Provident Fund Regulations' the employees are contributing 10 per cent of the basic salary towards Provident Fund with the obligation on the Bank to contribute equally. It is worth noting that in the Commercial Banks, this maximum limit of compulsory contribution by the Bank is restricted to 8.33 per cent. The position is comparatively unfavourable under the I.B.A. settlement applicable to Commercial Banks, because for the purpose of Provident Fund contribution, basic pay is to be treated at 80 percent of it for the first year, 90 per cent of it for the second year and only from the third year it would be counted as 100 per cent. Consequently, the position obtainable for the Reserve Bank employees is more beneficial.

25.1.9 Exhibit 5 of the Bank is a statement showing the comparative position of the House Rent Allowance payable to the employees in the Reserve Bank and the Commercial Banks as well as the Government of India. As will be seen, hereafter under the settlement the minimum and maximum is increased. In the Commercial Banks, House Rent Allowance is payable at 7.5 per cent at Centres like, Bombay, Calcutta, New Delhi and Madras where City Compensatory Allowance is also payable. The maximum and minimum is lower than the maximum and minimum of Reserve Bank. The House Rent Allowance payable to the Government servants is very low compared with those payable in the Reserve Bank or the Commerical Banks.

25.1.10 Exhibit No. 6 filed by the Bank relates to Family Allowance which is peculiar to the Reserve Bank. Under the revised settlement, no option to claim Family Allowance on per child basis is available as under the old system, but those who are drawing Family Allowance on a per child basis are given the option of retaining it subject to a maximum of Rs. 75.

25.1.11 Exhibit 7 filed by the Bank relates to Travelling Allowance and Halting Allowance payable to the Reserve Bank employees and Commercial Banks and Government of India. The rates available to Reserve Bank and Commercial Banks are comparable to Government employees depending upon different places. The amount of travelling allowance paid to Government employees is more or less comparable to the employees of the Reserve Bank and Commercial Banks. Similarly, it will have to be noted that the enhanced rate paid for places in Arunachal Pradesh, beyond Inner line to the employees in Reserve Bank is not available even to the Commercial Banks employees.

5.1.12 The Association has filed Exhibits 6 and 7 showing the comparative position in respect of items other than pay and Dearness Allowance i.e. special pay, advance increments, stagnation increment, Family Allowance, House Rent Allo-

wance, Halting allowance, officiating allowance, shift allowance, Provident Fund, etc., under the Desai Award, Aiyar Award, 1970 settlement as well as the present settlement showing the position in respect of such items in 'A' class Commercial Banks.

25.1.13 Exhibit 8 given by the Association is calculated to show the effect of merger of Dearness Allowance under the settlement wherein 90 per cent is merged in the basic salary and the effect of the tapering of Dearness Allowance. This is comparable with what has been given by the Bank. It would be relevant at this stage to see that the Bank has followed different system of paying Dearness Allowance at the stage of Rs. 1000. The rise granted in terms of actual salary is restricted to the slab of Rs. 1000 i.e. Dearness Allowance is made to change after Rs. 1000, Rs. 1100, Rs. 1200, Rs. 1300, like that and a person getting salary in between these limits is to lose Dearness Allowance over the difference. Considering however, the salary of the incumbent at that stage, the scheme cannot be called as unfair.

25.1.14 Association's Exhibit 5 in 3 parts, A, B & C together with Exhibit 9, A, B, C, deal with the effect of the fitment benefits. They can be compared with exhibits 33 to 36 filed by the Reserve Bank of India.

25.1.15 Exhibit 11 given by the Association again is a statement showing the wage differential between Class IV and Class III employees. Exhibits 10 and 17 is a statement of wage differential between Group I in Class III and Class IV under the revised settlement at different consumer price indices 324, 340 and 368. This is calculated to show that as the price index rises, the difference in salary between Class III and Class IV employees is increasing because of the neutralisation at 1.58 per cent per slab. This obviously illustrates the advantage of securing neutralisation not at 1.56 per cent which would have been more precise but at 1.58 per cent which is more and therefore a distinct improvement.

25.1.16 Exhibit 19 of the Association is not very much relevant. It shows the increase in officers salary at Grade 'A' level, but the chart is prepared taking into account House Rent Allowance at 15 per cent, Dearness Allowance at consumer price index at 356 and fitment for the Officers is ignored.

25.1.17 Turning to the Chart given by the Organisation in this connection, we come to Exhibit 6 of the Organisation. The calculations are made to show that because of the Dearness Allowance at 1.5 per cent as the price index increases, the increase given under the settlement decreases. At consumer price index 324 the increase is 34.20 which decreases gradually, as index increases. This exhibit also illustrates the loss occasioned by non-obtaining 1.58 per cent during the intervening period from 1-9-1978 to 1-9-1980.

25.1.18 Exhibit 7 given by the Organisation relates to Tellers and Stenographers Grade I but this is of no assistance because the fitment formula is not at all taken into account.

25.1.19 Exhibit 8 given by the Organisation is a chart showing the comparison in the House Rent Allowance and City Compensatory Allowance allowed to Class III and Class IV employees. Once again we are therefore meeting with that odious comparison between Class III and Class IV employees. But, as stated earlier this would not give us proper guidance.

25.1.20 Exhibits 9 and 10 of the Organisation are the charts intended to show the erosion in real wages due to increase in the price index. Having accepted the principle of no 100 per cent absorption of Dearness Allowance in the basic salary, this exercise is not fruitful. The Dearness Allowance together with the basic salary is bound to be less under the system followed but the system securing higher basic salary which would ensure for other facilities such as Provident Fund, etc., calculated on basic salary is more material.

25.1.21 Exhibit No. 11 of the Organisation illustrates Dearness Allowance changes where it is granted on slabs of Rs. 100 after Rs. 1000 about which I have already spoken.

25.1.22 Exhibit 23 given by the Bank is the note on the Retirement Banefits available to an employee in the State Bank of India. He is entitled to two superannuation benefits, the Contributory Provident Fund and Pension. However, those who draw less than Rs. 1000 as total emoluments are entitled to gratuity under the Payment of Gratuity Act. The Reserve Bank of India has provided for liberal Gratuity and Contributory Provident Fund with higher contribution. They are also thinking in terms of introducing a pension scheme.

25.1.23 Exhibit 10 filed by the Bank relates to the other allowances payable to certain categories of employees performing special duties. A Clerk in the telegram section gets a allowance when he works on night duty. A Hostel Supervisor gets it when his duty varies from morning, afternoon and evening. Overseers also get it when they go to sites where allowance is provided for getting tea, etc. Shift allowances are also provided to persons operating the machines. A special travelling Allowance is given to Field Inspectors and Field Investigators. What is to be noted is that these allowances are peculiar to the Reserve Bank and they do not exist in the Commercial Banks.

25.1.24 Perhaps, at this stage we might refer to the comparative table, exhibit 32 given by the Reserve Bank of India showing the total emoluments of Class IV, Class I II, Class I employees and compare the same with exhibits 3 to 7 given by the Co-ordination Committee on the same subject. Salary of each Class shows an increase. The total result is not different from what has been stated in the earlier paragraphs.

25.1.25 Exhibit 35 of the Bank is the chart showing the emoluments payable to the Stenographers Grade II and Grade I. These were formerly two different categories, but now they have been brought in one group with the fitment formula to accommodate Grade I Stenographers. Similar is the case of Assistants and Tellers. This can be compared with exhibit 7 of the Organisation. But that Exhibit 7 of the Organisation as stated earlier is prepared without taking into consideration, the fitment formula.

25.1.26 Exhibit 6 filed by the Association is calculated to compare different Awards, in respect of items other than Pay and Dearness Allowance. The advantage of the persent settlement is thus brought out.

25.1.27 In exhibit 6 filed by the Co-ordination Committee, a comparison is made between the salary payable to a Class III employee in Group I and the salary payable to a record Clerk in Class IV. This is, however, not relevant in as much as Class IV employee becomes a record Clerk only after substantial number of years of service. Similarly, exhibits 24, 25 & 26 show the comparative position in the salary of a Head Clerk in the State Bank of India and a Head Cashier in the State Bank of India in relation to a Class III employee of the Reserve Bank of India. It is, however, presumed that an employee in the State

Bank of India is promoted as Head Cashier after a period of 9 years and becomes entitled to the special allowance of Rs. 200 which makes all the difference. That presumption is not correct. On the contrary, Class III employees in the Reserve Bank of India get special pay of Rs. 15 after 9 years of service irrespective of whether they are actually promoted or not.

25.1.28 Exhibit 52 of the Organisation is a chart showing the different wages payable to a Driver in Class IV and a Clerk in Class III. It is seen that the Driver is getting higher emoluments at all stages compared to a Clerk. This, however, has been the position even under the old settlement. A Driver is under limitations as to his further progress in his carrier. This comparison therefore is of no assistance.

SECTION II—REGARDING OTHER BENEFITS

25.2.1 Exhibit 8 of the Bank deals with Leave Fare Concession. The eligible distance has been enhanced to 1500 Kms. each way. The employees' dependents are also allowed to avail of Leave Fare Concession. The minimum period of leave to avail such concession has been reduced from 15 days to 10 days. It may also be noted that a provision to get advance before proceeding on leave is also made. In case of commercial Banks, the limit is 1000 Kms. each way. Leave Fare Concession is available once in 2 years and the employee and the dependents are not allowed to travel to separate destinations. The minimum period of leave to avail such concession is 15 days. There are no rules for getting advance before proceeding on such leave. This will illustrate how the conditions in Reserve Bank are much more beneficial.

25.2.2 Exhibit 9 given by the Bank is a statement showing the medical facilities available to the employees in Reserve Bank, Commercial Banks and the Government of India. To speak in short, the medical facilities in the Reserve Bank under the revised settlement have been liberalised. The quantum of amount for private treatment has been raised, the amount of reimbursement for maternity expenses has also been raised. The facilities are more favourable in comparison with other Banks and Government offices.

25.2.3 The Karmachari Federation has filed chart, Exhibit 27 which shows the reimbursement allowed by the Bank to the various categories of staff under the Bank's medical scheme. A glance at the chart does show that statuswise higher the concerned employee, more is the amount of reimbursement. Although this difference aptly illustrates the beaurocratic rigour in viewing the same disease in more than one perspective, it can be understood on the environmental background and the way in which a person is accustomed to live if it were not so, there should have been no need for 100% Dearness Allowance to Class IV employees, 75% Dearness Allowance to Class III employees and lesser percentage to the Officers. One cannot therefore use this data for giving relief in the direction suggested.

25.2.4 In giving Exhibit 11 making a reference to the staff quarters provided for the Class III employees, the Bank is interested in pointing out that the Reserve Bank of India has provided more amenities to the employees in contrast with Commercial Banks.

SECTION III—REGARDING SCHEDULE CASTES/ SCHEDULED TRIBES AND EX-SERVICEMEN

25.3.1 Exhibits 16 and 17 are filed by the Reserve Bank of India to show the concessions granted to the S.C./S.T. candidates. Relaxation is made in the qualifying age limit and concession is also given to the Ex-servicemen for the period of service rendered by them in combatant force. Concession is also given by way of lesser percentage of marks for the eligibility to be selected and lesser speed in typing for being taken up as a Typist. Exhibit-16 is copy of the advertisement in that respect. Exhibit-18 is the circular dated 30-7-1980 regarding discontinuance of deduction of pension from pay in respect of Ex-servicemen employees. Fomerly, pension over Rs. 125/- was deducted from the salary otherwise payable to such a candidate. Now, instead of Rs. 125/- such a candidate is allowed to retain the whole of his pension even while serving in the Reserve Bank of India.

25.3.2 At this stage, we might have a look at the statements filed by the S.C./S.T. federation. Serial Nos. 1 to 8 are the Office Memoranda issued by the Central Government giving certain facilities or concessions to the S.C./S.T. employees. Serial No. 9 shows the special provision regarding reservation in respect of promotion for employees belonging to the S.C./S.T. Serial No. 10 is the settlement between the management of Bank of India and its workmen of the year 1978, speaking of such special treatment. Serial No. 11 is an extract from the settlement supplementary to the settlement of 1972. Serial No. 12 is the statement showing the total strength of S.C./S.T. employees in the Reserve Bank of India calculated to show that the percentage is not the required percentage. Then follow the statements Exhibits 13, 14 & 15 comparing the position of Officers with Class IV employees, but this is a general comparison. Serial No. 16 is a copy of the Memorandum submitted by the S.C./S.T. employees to the Governor of the Reserve Bank of India in 1976. Serial No. 20 is a copy of the Resolution submitted to the Governor, Reserve Bank of India in 1979. Serial Nos. 17, 18 and 19 show how approaches were made to the parliamentary Committee and how their union had supported the demand. Exhibit 21 is the Reserve Bank of India circular in respect of reserved promotions. However, as discussed in Chapter VI of this Award while giving concessions to the Scheduled Castes and Scheduled Tribes, Reserve Bank of India refers the matter to the Central Government and policy decisions are taken according to which circulars are issued giving concessions to the employees belonging to that Class. Under the above set up, circulars issued by the Central Government for their servants cannot ipso facto be applied to the Reserve Bank of India. Special requirements of the Reserve Bank of India are necessarily taken into account when matters are discussed with the Central Government. The Central Government thus plays the dual part of advising the Reserve Bank of India on this subject and having their own scheme for their employees. If there is difference betwene the two, obviously that is done after due deliberation and understanding the purpose of it. Consequently, unless grave injustice is shown the position available cannot be altered and it is extremely difficult to say that the same could be done in the present Reference.

25.3.3 As regards Ex-servicemen Serial Nos. 1 to 11 in the Exhibits filed by their Association is correspondence and representations from 1973 onwards. Serial Nos. 12, 13 & 14 are the resolutions passed by their bodies making asking for special treatment. Serial No. 15 is the copy of the Fundamental Rule 27 providing for counting the combatant service. Serial No. 16 is the refixation order from the Govt. of Maharashtra, refixing the seniority of one of the employees under Maharashtra released Defence Services Personnel (Fixation of Pay and Seniority) Rules. Serial Nos. 17, 18, 19, 20 are similar orders of refixation passed by other corporate bodies. Exhibits 21, 22, 23 relate to the settlements arrived with the Indian Overseas

Bank and the Kanara Bank, giving concession to Ex-serviceman in counting their defence service. Serial No. 25 is a memorandum of settlement with Indian Bank regarding reservations to ex-servicemen. Serial Nos. 26 to 28 show the efforts made by them to make their grievance heard at the Lok Sabha level. Serial No. 29 is a brochure "Careers in the Indian Air Force". Reliance is placed on eligibility conditions. The idea is to show that an Ex-servicemen selected under this scheme has the minimum qualifications and varied experience. Serial Nos. 30, 31,32 & 33 are relating to two of the Ex-servicemen and the orders of appointment as well as orders for reduction of pension passed in their respect. The effort is to show that by reducing pension they have not been met with fair deal. As the position exists at present there is no reduction in pension. Exhibit 34 relates to concession given by Indian Overseas Bank to Ex-servicemen in giving Housing loan. Exhibit 35 is a copy of the judgment of the Supreme Court in C.A. 475 of 1 96 where the opening portion eulogises the role of a defence personnel. Exhibit 36 is complementary to Exhibit 16 above. Exhibits 37, 38 & 39 are the orders passed by the Govt. of Maharashtra for refixing seniority of defence personnel. Exhibits 40 & 41 relate to the directions given by the Central Govt. to Public Sector Banks for giving concessional treatment to defence personnel. Exhibit 42 is a copy of certificate showing pay of over Rs. 1000/- to a sergent of 15 years standing. Exhibit 43 is the Indian Air Force recruitment notification. At Exhibit 44 are the Govt. of India rules regarding recruitment of Ex-servicemen. Exhibits 45 and 46 show that the Bank of Baroda agreed to protect the Basic pay and Dearness Allowance of an Ex-serviceman while entering the service of the Bank. Exhibit 40 is an extract from the guide to resettlement of Ex-servicemen. Exhibit 48 is a copy of judgment obtained by a clerk in Co-operative Audit Department, Punjab in his favour based on Punjab Govt. concession rules to Ex-servicemen. Exhibit 49 is another judgement of Karnataka High Court, interpreting Defence Ministry Memo as laying down conditions of service and not being administrative instructions. Exhibit 50 is a copy of the News item showing Punjab and Haryana High Court struck down Government rule relating to reservations of vacancies to Demobilised Armed Forces.

25.3.4 All these exhibits have been meticulously filedto show that State Governments, Central Government and Private Sector bodies are giving a better treatment to the Ex-servicemen, in the matter of counting their seniority in Civil Services and for purposes of House Loan and advances etc. But, speaking in the context of the Reserve Bank of India, we have to remain aware of the special position of the Reserve Bank of India. It is an Autonomous body and the condition of service relating to Ex-servicemen are fixed after a dialogue with the Central Govt. As said in connection with the Scheduled Castes/Scheduled Tribes employees it is the Government of India which issues circulars for the benefit of their Ex-servicemen employees. It is the Govt. of India which issues directions to the Reserve Bank of India. If distinction exists in the treatment given to both, it is deliberate and must be taken as a policy decision. Even otherwise service in Reserve Bank of India cannot simply the equated with the Central Government service. Reserve Bank of India employees are in a more favourable situation. Apart from that as stated in Chapter VI, the entire problem has to be appreciated according to me by taking the golden mean between the two principles. Principle number one being giving a concessional and sympathetic treatment to persons who have done something for the country for rehabilitating them. Principle number two being, giving them a reward for the services rendered to the country. No one principle should be stretched too far. Both the aspects are complementary. Besides, as my discussion in Chapter VI shows Ex-servicemen's case can be considered on individual items.

SECTION IV- REGARDING CASH DEPARTMENT

25.4.1 The Cash Department has filed its exhibits with a view to showing the bleak promotional chances of the employees in the Cash Department. The exhibits 1, 2, 3 in general are calculated to show that the normal time taken by the Cash Department employees to get promotion as Officers in 29 years while on the general side employees get that promotion in 10 years. We must, however, remember that on and from 1972 there is combined recruitment and the unhappy position is in respect of pre 1972 recruits, some of them obtain graduation, while in service. Those who remain as matriculates would not be having a good case looking to their qualification.

25.4.2 Exhibit 21 filed by the Reserve Bank of India is in relation to the range of service of juniormost Clerical employees in the Bank, Bombay office admitted to the test of promotion and test of Staff Officer Grade 'A' from 1972 onwards. The chart shows that nearly 10 years time was required for such promotion and it is now showing a tendency of reduction by one or two years. Exhibit 24 is the circular dated 8th October, 1973 regarding the scheme of promotion from Class IV to Class III. A Class IV employee can participate in the written test even when he is merely a matriculate, and even without English being one of the subjects for his matriculation. Incidentay, exhibit 26 filed by the Bank would show that although Class IV employees have an opportunity to go to Class III, all over India, very few such employees are in fact taken up in Class III. This shows that either they did not try or they were unsuccessful.

25.4.3 Exhibits 4.831 & 32 filed by the Cash Department are to be appreciated for showing the painful possibility of even Class IV employees with S.S.C. qualification without English and Mathematics going over them by the different channel. But, as Exhibit 26 filed by the Bank shows the percentage of such recruits is meagre. The graduates have an option to switch-over under A.C. No. 9 of 1973, but what is not liked is the loss of 2/3 seniority.

25.4.4 Exhibits 5.23 and 30 have been sumitted by the Cash Department to show that the employees in Class III in general side were merged with the employees in the Specialized Department even though they were non-graduates without any loss of seniority in that post, but switch-over from the Cash Department without such loss of seniority is not allowed.

25.4.5 Exhibits 6, 7 & 29 have been furnished to show the rapid promotions in the general side from Clerk Grade II to Clerk Grade I within about 3 to 7 years whereas in Cash Department the usual time is 20 years. Cash Department is historically looked upon as doing lesser type of work where matriculates were taken as suitable for the job. Clerical establishment was always manned by persons with good academic results, and invariably by graduates.

25.4.6 Exhibits 9 to 13 and Annexure I show the duties of the various categories of employee in the Cash Department. Exhibit 14 is the list of duties of the Coin/Note Examiners on remittance duty to make out a case that they are not fairly dealt with for purposes of granting overtime, or halting allowance.

25.4.7 Exhibit 20 has been produced to show the comparative position in the State Bank of India and the Reserve Bank of India. In the State Bank of India there is no distinction between Cash Department Employees and the Clerical side, but there does exist distinction in Reserve Bank of India of course in relation to pre 1972 recruits. Exhibit 22 is a com-

parative position showing a number of higher posts available to the general side as compared to the employees in the Cash Department.

25.4.8 It is no doubt true that Cash Department is full of woes. But, the solution is not easy. It is engulfed in historical commitments. It should receive attention for expansion and perhaps some special treatment to the old employees.

CHAPTER XXVI

CONCLUSIONS

26.1 A review of the charts and Statements as in the foregoing chapter together with the discussion on each item shows that the Settlement arrived at where it is conclusive is beneficial to all the employees. It is just and fair. One more point to be considered in this behalf is the date of effect of the Settlement. The agreement Part X provides that the Settlement will come into force from 28th September 1979, except in respect of seven important items, where it is made retrospective from 1-9-1978. Those seven items are as follows :—

(a) Pay and fitment as provided in Parts I to IV;

(b) Advance increments/Honorarium/Special Pay—Part V;

(c) Dearness Allowance—Part VI;

(d) Family Allowance—Part VII;

(e) House Rent Allowance—Part VIII;

(f) Officiating Pay—Part IX(1);

(g) Provident Fund and Gratuity—Part IX(8) (a) and (8)(b).

The Organisation has contended that the retrospective effect should be from 1974, that is to say when the previous settlement ended. But the situation at the bargaining counter was completely different. There were many obstacles before the parties could end their discussion on 28-8-1979. Financial implications of the Settlement becoming effective from 1974 would be totally different. The parties must have taken into consideration this aspect of the matter. After looking to it from all angles the negotiating parties have chosen to give substantial monetary relief from 1-9-1978. Looking to the entire circumstances, I think what was achieved at the bargaining counter is reasonable. Consequently I accept the Settlement on this score also.

26.2 When we started discussion on the scrutiny of the items it was remarked that the process of reasoning would be to weigh the pros and cons of the items settled, to note the plus and minus point if any and to determine at the end whether as a whole with the pointer to the plus and minus signs, the settlement looks acceptable and hence adoptable by the Tribunal so as to pass an Award, binding all the employees. I have concluded that the Settlement was not the result of any coercion and there is no material to hold that it is mala fide or fraudulent. The discussion on the Settlement has proceeded keeping in view the circumstance prevalent at the time of agreements and at the time of reference. What is decided is beneficial to all. The same is accepted by majority of employees. No argument of the persons opposing the same has made it unacceptable. It is to be taken as a whole Consiquently on weighing the items in the light of the above guidelines, I deem it proper to pass an award in terms of the agreed, concluded items bindig all the employees. The inconclusive part will be discarded. Such statements in the Settlement will not be embodied in the award. To recapitulate so far as the wage structure is concerned, it is advantageous for all employees. The Dearness Allowance system is also found to be eminently reasonable. As regards the Family Allowance, it has been found to be just and fair although discussion relating to the special concession to be given to the Ex-servicemen on that account would be a matter for further discussion. The agreement on House Rent Allowance is taken as just and fair. As regards the allowances such as Travelling Allowance, Halting Allowance, Officiating Allowance, Shift Allowance, they have been found to be just and fair and therefore the terms agreed are worth implementing. On the promotion aspect except a small expansion in the Cash Department, the subject will have to be discussed, but the agreed expansion can be embodied in the Award. The terms regarding Confirmation are found to be reasonable, just and fair. As regards the age of superannuation and the superannuation benefits like Provident Fund and Gratuity the over all effect of the scrutiny of the Settlement is that it should be adopted for the Award. Nothing has been discussed about Pension and that topic will remain open for discussion. Items like Leave and Leave Fare Concession show a bona fide and fair agreement. The agreement reached on Medical Facilities looks to be reasonable and satisfactory. The same will be included in the Award. The amenities as discussed in paragraph 11 of Part IX are all inconclusive. They will not be included in the Award. Regarding House Loan, the maximum is fixed by the agreement. For reasons given the same is adopted. Other aspects of that item will remain open for discussion. The agreement in respect of Festival Advance and Marriage Advance is accepted and therefore will be adopted for Award. Regarding Amenities the agreement is only for holding conferences and making a review, that cannot be embodied in the Award. Similarly, as regards Guarantee fund and Grievance procedure, there is no concluded agreement, hence that will remain as undisposed of.

26.3 The result therefore is that almost the entire Settlement is approved. My findings therefore would be that taking the Settlement as a whole it is found to be just and fair. I adopt it as my Award, binding all the employees of the Reserve Bank of India with the exceptions indicated below. The Award would be in terms of Section (B) of the agreement dated 28th September 1979, together with the modifications arrived at by the supplemental agreements dated 21-11 1979 and 12-3-1980, deleting paragraph 2 in Part VII on Family Allowance relating to Ex-servicemen, deleting Sub paragraphs (f) & (g) of Paragraph 6 in Part IX, dealing with Promotional Avenues, deleting paragraph 8(e) from Part IX relating to Pension, deleting Paragraph 11 Part IX dealing with amenities, deleting the later part of item No.2 in the agreement dated 21st November 1979 relating to the review in respect of minimum limit of Housing Loan, deleting Paragraph 5 of the same agreement relating to Gurantee Fund and deleting Paragraph 6 of the said supplementary agreement relating to Grievance procedure. Interim relief granted to be adjusted against the dues.

26.4 This would be my interim Award or Award Part I on the terms of the Settlement. These were the most debated items which took a long time for arguments with a chequered carrier of intervening applications. Although items not covered by this Award are yet to be looked into and arguments are to be heard on them before passing an Award on them, I deem this a proper occasion to thank the eminent Counsel appearing on behalf of the different parties, Mr. C.L. Dudhia, Mr. Madan Phadnis, Mr. M.P. Mehta, Mr. J.G. Gadkari, Mr. N.V. Sundaram of the Legal Department, Reserve Bank of India, Mr. S.P. Palani Velu for Ex-servicemen and Mr. Y.H. Appa for Scheduled Castes/Scheduled Tribes, all have given excellent co-operation. The proceedings were conducted in a very dignified and calm manner. This Award will not be complete without referring to their assistance. I also acknowledge with appreciation the assistance given to me by my staff.

Sd/-
C. T. DIGHE, Presiding Officer
[No. L-12025/21/79-D-II(A)]
N. K. VERMA, Desk Officer

APPENDIX—'A'

GOVERNMENT OF INDIA

MINISTRY OF LABOUR

New Delhi, the 16th June, 1979

ORDER

S.O. .—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Reserve Bank of India and their Class III workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the said dispute involves a question of national importance and is also of such a nature that industrial establishments of the Reserve Bank of India situated in more than one State are likely to be interested in, or affected by, such dispute;

And whereas the Central Government is of opinion that the said dispute should be adjudicated by a National Industrial Tribunal;

Now, therefore, the Central Government—

(i) in exercise of the powers conferred by Section 7B of the Industrial disputes Act, 1947 (14 of 1947), hereby constitutes a National Industrial Tribunal with headquarters at Bombay, and appoints Justice Shri Chintaman Tukaram Dighe, as its Presiding Officer; and

(ii) in exercise of the powers conferred by Sub-section (1A) of Section 10 of the said Act, hereby refers the said industrial Dispute to the said National Industrial Tribunal for adjudication.

SCHEDULE

Specific matters in dispute for determination pertaining to Class III workmen.

1. Scales of basic pay and mothed of adjustment in scales of pay.
2. Dearness Allowance.
3. Categorisation of Class III employees in various groups.
4. Special pay, advance Increment, stagnation Increment and honorarium.
5. Family allowance.
6. House rent allowance.
7. Travelling allowance including halting allowance.
8. Extra wages for overtime work.
9. Officiating allowance.
10. Shift allowance.
11. Confirmation.
12. Promotion.
13. Procedure for termination of employment and taking other disciplinary action.
14. Age of superannuation.
15. Superannuation benefits, such as provident fund, gratuity and pension.
16. Leave-type, quantum, etc.
17. Leave Fare Concession.
18. Medical facilities.
19. Grain shop facilities
20. Welfare facilties like, canteen, sports and recreation, holiday homes, etc.
21. Compulsory insurance of employees in Cash Department.
22. Security measures in respect of employees in Cash Department.
23. Housing Loan, festival advance and marriage advance.
24. Discontinuance of guarantee fund in respect of employees in Cash Department.
25. Desirability of discontinuance/amendment of Reserve Bank of India (Staff) Regulations.
26. Rates of interest on housing loans and other advances granted to employees.
27. Grievance procedure.
28. Internal machinery for resolving industrial disputes.
29. Wasteful and restrictive practices.
30. Work allotment to employees in exigencies.
31. Work procedure and work norm.
32. Mechanisation and computerisation.
33. Need for Interim relief.
34. Any other matter connected with, or arising out of the foregoing matters.
35. Date of effect of the Award of the National Tribunal.

M. SETH,
Joint Secretary to the Govt. of India

[No. L-12025/21/79-D-II(A)]

APPENDIX 'B'

BEFORE THE CENTRAL GOVERNMENT NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

Present
C.T. Dighe Esqr,
B.A. (Hons.) LL.M.,
Presiding Officer

Reference No. NTB-1 of 1979

BETWEEN

EMPLOYERS IN RELATION TO RESERVE BANK OF INDIA

AND

THEIR CLASS III WORKMEN

APPEARANCES :

For the Employers,	: Mr. N.V. Sundaram, Legal Adviser.
For all India Reserve Bank of India Employees, Association	: Mr. Madan Phadnis, Advocate.
For the All India Reserve Bank Workers' Organisation	: Mr. A.N. Moharir, General Secretary.
For 170 workmen on promotion & seniority, Nagpur.	: Mr. C.M. Sahasranaman.
For All India Reserve Bank Karamchari Federation and All-India Reserve Bank Cash Department Staff Union	: Mr. C.L. Dudhia, Advocate.
For Reserve Bank Employees Welfare Association	: Mr. S.P. Palani Velu.
For Reserve Bank Employees' Welfare Organisation	: Mr. P.S. Mani.

For Reserve Bank Employees' Union (H), Reserve Bank Employees' Union (N) & All-India Reserve Bank Employees' Co-ordination Committee	: Mr. J.G. Gadkari, Advocate
For All India Reserve Bank Scheduled Caste/Tribes Employees' Federation	Mr. Y. H. Appa, Advocate
Industry	: Banking
State	: Maharashtra

Bombay, dated the 7th January, 1980

ORDER

1. This order relates to the prayer made by various applicants for impleading them as parties to the National Industrial Tribunal, Reference No.1 of 1979.

2. By an order published in the Gazette of India Extraordinary dated 16th June, 1979, Government of India, Ministry of Labour constituted this National Industrial Tribunal as "the Central Government is of opinion that an industrial dispute exists between the employers in respect of the Reserve Bank and their Class III workmen in respect of the matters specified in the schedule hereto annexed". The Central Government is also of the view that "Industrial establishment of the Reserve Bank of India situated in more than one state are likely to be interested in or affected by such dispute."

3. The points referred to the National Industrial Tribunal cover scales of basic pay, dearness allowance, other allowances, confirmation, promotion, etc. in all running into thirty-five items.

4. Upon receipt of the reference this Tribunal issued a notice for preliminary hearing dated 5th July 1979. That was served on the Governor, Reserve Bank of India, the General Secretary, All-India Reserve Bank of India Employees' Association and the General Secretary, All-India Reserve Bank Workers' Organisation to whom the copy of the reference was forwarded by the Government. In response to it the Reserve Bank of India and the All-India Reserve Bank Workers' Organisation, hereinafter called 'Organisation' appeared. All-India Reserve Bank of India Employees' Association hereinafter called "Association" did not put in appearance. It seems immediately after the publication of the order of reference the Association had approached the Calcutta High Court with a grievance that the Central Government was not properly advised to make a reference. It was intimated to this Tribunal by the Counsel for the Reserve Bank of India that the High Court had granted a stay of the proceedings. That continued till 21-11-1979. On that day Mr. Sundaram on behalf of Reserve Bank of India not only informed that the stay was vacated but it was also told to this Tribunal that a settlement between the Bank and the Association on certain points in dispute was arrived at. He produced a copy of the settlement. Pending the proceedings settled on some further points has also been reached and I am asked by the Reserve Bank of India as well as the Association to pass an Award in terms of that settlement. The Organisation was asked to put in their say regarding the settlement.

5. In the meantime as also on 21-11-1979 when the effective hearing on this reference started applications were received from different parties requesting for making them as parties to the dispute. That has been opposed both by the Association and by the Reserve Bank of India. The Organisation which was representing the workers at the conciliation stage and to whom the copy of the reference was endorsed has not put in any say on the matter of impleading the parties. Mr. Moharir for them stated that he will submit to the orders of the Tribunal. In the circumstances I am required to examine the position of these applicants and to pass an appropriate order for either making them as parties or rejecting their prayer to implead as parties to the dispute.

6. At the time of hearing three of the applicants namely, Reserve Bank of India Employees' Democratic Association, Nagpur, All-India Reserve Bank Workers' Sangh and Reserve Bank Ex-Servicemen's Welfare Association, Jaipur did not put in appearance. As such their requests stand rejected.

7. The parties who have applied for being impleaded as parties to the reference are as follows :

1. 170 workmen for promotion & seniority, Nagpur.
2. All-India Reserve Bank Karmachari Federation, New Delhi.
3. Reserve Bank Ex-Servicemen Welfare Association, Madras.
4. Reserve Bank Ex-servicemen Welfare Organisation, Bangalore.
5. Reserve Bank Employees Union, Hyderabad.
6. Reserve Bank Employees Union, Nagpur.
7. All-India Reserve Bank Employees' Co-ordination Committee, Nagpur.
8. All-India Reserve Bank Cash Department Staff Union, Bombay; and
9. All-India Reserve Bank Scheduled Caste/Tribes Employees Federation, Nagpur.

8. Mr. Gadkari has addressed the Court on behalf of the Reserve Bank Employees' Union, Hyderabad, Reserve Bank Employees' Union, Nagpur and All-India Reserve Bank Employees' Co-ordination Committee, Nagpur, hereinafter called "Co-ordination Committee". Mr. Dudhia appeared on behalf of All-India Reserve Bank Karamchari Federation, New Delhi, hereinafter called "Karamchari Federation" and All-India Reserve Bank Cash Department Staff Union, Bombay. One of the signatories Mr. G.N. Saharsaranam in addressed the Court on behalf of 170 workmen of Nagpur. Shri S.P. Palani; Velu addressed the Court on behalf of Reserve Bank Ex-servicemen Welfare Association, Madras and one P.S. Mani argued on behalf of Reserve Bank Ex-Servicemen Welfare Organisation, Bangalore. Advocate Appa addressed the Tribunal on behalf of All-India Reserve Bank Scheduled Castes/Tribes Employees Federation, Nagpur.

9. The applicants seeking themselves to be made a party the reference have generally stated that they have to address the Tribunal on different aspects of the thirty-five items referred to in the reference upon which an Award would be passed either in terms of the settlement or even otherwise. According to them the settlement does not cover all the perspectives of the subject involved. It is also said that they can help the Tribunal by looking to the pros and cons of the different issues.

10. The Association in objecting to making them as parties has stated that the Association is the representative and the recognised trade union representing overwhelming majority of the employees in Class II and Class III. The applicants have raised the dispute or demand only after the representative and recognised association has settled majority of the issues. That

is obviously with a view to bringing obstacles in making possible a consent Award in temrs of the settlement. It is also said that none of the applicants represent any sizeable number of the employees and that impleading them will prejudice and unnecessarily delay the hearing of the joint application made by the Reserve Bank and the Association for consent Award. The Association contends that in view of it being a recognised trade union no other organisation has locus standi to represent Class II and Class III workmen.

11. According to Mr. Sundaram for the Reserve Bank of India, it is of significance that the Central Government has not impleaded as parties to the reference anyone other than the Association or the Organisation. That is because he says that the Central Government has not been satisfied regarding applicants having a following of substantial number of employees. In this context he says that the individual employees have no place and any dispute concerning individual employees is not an industrial dispute. It is his say that there is no scope for any group of employees also to be impleaded as parties to the reference inasmuch as their grievance cannot in law constitute an industrial dispute. He fears that impleading them as parties would only serve to widen the scope of proceedings and delay in making an Award. He says that only if the Tribunal is satisfied that the Association and the Organisation do not represent the interests of Class III employees that the Tribunal can direct other Associations or employees of the Bank to be impleaded as parties. He says that their presence is not necessary to make adjudication effective or enforceable. In the objection application circumstances leading to the conciliation proceedings are traced and it is also stated that the Organisation was impleaded at a late stage. He concludes that the Ministry of Labour in the Government of India must have realised from the returns submitted by the registered trade unions that the various parties now seeking to be impleaded have no representative character and hence none of them was made a party to the reference. Incidentally, it is pointed out that the Karamchari Federation has only a regional following at New Delhi, Nagpur and Kanpur. It is an unrecognised and unrepresentative association. As regards Co-ordination Committee he says that the decision to form such committee was taken in the first week of July, 1979 that is to say, after the reference was made and as such a new, trade union organisation could have no place in the present reference.

12. As regards the Ex-servicemen Association he has a case that the problems of ex-servicemen employees is not one of the items of reference. Since by reasons of sub-section 4 of section 10 of the Industrial Disputes Act, 1947 the Tribunal has to confine itself to the adjudication of the points in dispute referred to it those problems can not be looked into. He emphasises that matters relating to Class III employees as a whole are to be determined and none pertaining to any section could be looked into.

13. He has the same objection for looking into the grievances of Cash Department Staff Union and objects to give them hearing also because that Organisation has apparently been formed after the date of reference perhaps only at Bombay.

14. The questions involved for determination therefore are, finding out the real parties to the dispute and examine the way in which they could be represented. Mr. Gadkari advancing his arguments on behlaf of the Co-ordination Committee and Hyderabad Union as well as Nagpur Union both of which are registered Unions contended that every workman is a party to the dispute. The dispute is between the employer on the one hand and the workmen on the other hand. According to him therefore the question is one of representation only and not of making the parties. For that purpose he relies upon section 36 of the Industrial Disputes Act, 1947 whereunder any workman could be represented either by an office bearer of his Union or an office bearer of the Federation to which the Union is affiliated or by his fellow worker duly authorised or by the office bearer of any Union connected with the industry in which the worker is employed and of which he happens to be a member. He argues that there is no legal significance to the expression "recognised union" when we are dealing with the Industrial Disputes Act, 1947, in as much as the concept of recognised union, exclusively representing the body of workers is neither recognised by the Industrial Disputes Act, 1947 nor by any allied legislation re levant to purpose. Consequently, recognition of the Union in terms amounts to giving the status at the sweet will of the management. That being an arbitrary action left to itself it would lead to the management shaping the disputes of the workers and the agrieved workers would really not have any say. He invited my attention to sub-section (3) of section 18 whereby a settlement arrived at or an Award passed by the National Industrial Tribunal becomes binding on all parties to the dispute, all parties summoned to appear in the proceedings and where the party is composed of workmen all persons who are employed in the establishment on the date of the dispute as well as persons subsequently becoming employed in that establishment. This being the far-reaching effect Mr. Gadkari says that it is not only incumbent upon the Tribunal to find out whether the settlement preffered is just and fair, it is also necessary for the Tribunal to be satisfied that the view points of all, are represented correctly and considered properly before the passing of the Award. Incidentally he is relying on Clause (b) of sub-section (3) of section 18 to show that the Tribunal has the power of implead and summon any party not mentioned in the reference.

15. In the course of his arguments he relied upon, 1952 1LLJ 212 "Lakurka Colliery and Their Workmen" for showing that the Union representing the workmen being a registered Union it was not necessary that it should also have been recognised by the employers. He has cited two decisions of the Patna High Court one being 1963 1 LLJ-65 "Ramkapil Singh and Labour Court Patna" which lays down that workers who are members of an unregistered trade union are entitled to be represented in the proceedings under the Act as provided under section 36(1) of the Industrial Disputes Act, 1947, and the other 1973 II LLJ-15 between "Rameshwar Prasad and the State of Bihar" according to which parties to the dispute were the entire body of workmen whose case was sponsored by union and it is open to all types of workmen to approach the Tribunal for separate representation if they so choose to do in accordance with Clause (a), (b) or (c) of sub-section (i) of section 36 of the Industrial Disputes Act.

16. He relies upon 1960 II LLJ-556 Dhanalakshmi Mills a decision of the Madras High Court for the proposition that the giving of notice does not issue a right to the party.

17. He challenges the statement that the Association has the overwhelming majority and hence has the right to represent the

workmen. According to him such majority was never examined. Likewise he disputes the statement that there is no sizeable following to the Co-ordination Committee and says that they have better majority. Such questions he says have not been officially looked into and hence it would be risky to conclude one way or the other only on the oral claims of the parties. In fact it is said that it is possible for a majority union sponsoring a cause at the time of conciliation proceedings to get reduced to a minority because of the significant outflow of the members and hence the claim of majority would be a deceptive claim. For this reason he does not see any basis for the statement that the Organisation for whom he appears have no locus standi. He disputes the statement that proceedings would be delayed. That is because he says his clients are interested in addressing the Tribunal on the points referred and it is inevitable if more time is consumed in the wider but necessary discussion than concluding prejudicially by hearing one Association only.

18. Mr. Dudhia appearring on behalf of the Karmachari Federation and the Cash Staff Union supported Mr. Gadkari in saying that under the Industrial Disputes Act as it exists at present there is no scheme, as obtainable under the B.I.R. Act to make any union a recognised union or to empower it with exclusive representative character. He drew my attention to section 23 of the Industrial Disputes Act prohibiting the strikes, etc. during the pendency of the proceedings and said that since this is a provision affecting every employee, employees represented by him must be heard. In fact he made out a case that on their own admission the Association does not represent all the employees. It was therefore necessary to put forward the views, at least of those who are not within their fold. Consequently, they will be proper parties if not, necessary parties. Following two judgements one reported in 1964 II LLJ 460 between Hochtief Gammon v. I.T., and 1965 II LLJ 458 Maharashtra State Electricity Board v.I.T., he has a case that the first judgement of the Supreme Court interpreting Section 18 clearly recognises the power to add parties for making the adjudication effective and enforceable and the principle derived from both the judgements is that there should be no enlargement of the dispute by reason of a party being added. As far as our present context is concerned according to him the terms of reference comprise of the 35 items specified in the Schedule to the reference and that the debate will be concentrated even after addition of the parties on those 35 items alone so that there is no scope for contending that the dispute has been enlarged. He further adopted the contention of Mr. Gadkari based on the situation that the Union initially representing the cause may loose majority and even otherwise it would be necessary to protect the interests may be, even of a small minority.

19. Mr. Sahasranaman speaking on behalf of 170 workmen who have signed the application said that there was terrible inequality and injustice in the existing method of granting promotions and said that he has to contribute to the debate on the item of promotions.

20. Mr. S.P. Palani Veluxon behalf of the Ex-servicemen Association, Madras referred to the special problems besetting the ex-servicemen in employment of the Reserve Bank of India. In the course of his arguments, he talked about the Item "Family Allowance" covered by the settlement filed in this Court which also has made a speci l reference to the ex-servicemen. Mr. Palani Velu says that setting of the date as appearing therein is highly prejudicial and it is only the ex-servicemen who can assist the Tribunal in demonstrating the inequalities contained so that at the proper time there could be a proper correction. According to him ex-servicemen are more qualified for doing that job and in any case the Association to whom they had made their demands has either ignored it or has not properly understood it.

21. Mr. P.S. Mani for similar association of Bangalore has more or less the same say. According to him there are many items affecting ex-servicemen and they must be given hearing so that injustice is not perpetuated or continued.

22. Mr. Appa addressing the Tribunal on behalf of the Scheduled Caste/Tribes Federation dealt upon the problems of 3500 workers who are said to be the members of the Federation The Scheduled Castes according to him is a distinct class which enjoys certain previleges by reason of the Government policy safeguard their interests and says that if attention is not given to those safeguards and if an Award is passed it would be harmful to the members of the Scheduled Caste and Scheduled Tribes.

23. Mr. Phadnis opening the argument on behalf of the Association said that it represents eighteen thousands workers of Class III. According to him the basic foundation for the present is the demand made by his Association. The demand is a prerequisite and unless and until a demand is made there could not be a reference. He thus means to say that those who had not made any demand or whose demand was not looked into by the Government or by the conciliation officer could not be allowed to be made parties to the reference. He relies upon the decision 1968 I LLJ 834 Sindu Resettlement Corporation v. I.T. for saying that a dispute must start with the employer then only Government can make a reference and it is therefore not possible for those who have not made such a demand to be made parties . According to him making of the demand and majority at the time of conciliation proceedings are the only points on which the question of being a party to the reference can arise. He emphatically denies that every worker is a party to the dispute. In his opinion it is the representative character of the workmen that is contemplated by the Act and it depends upon the Union maintaining the majority, to speak on behalf of the workers. When the other Unions have no sizeable membership, they are debarred from consideration of being made a party. Individual workman having no place in such a dispute he has a further say that the Union espousing the cause of the workers alone can be the party. A Union would be statutorily recognised or can be recognised by the Management. Even the latter recognition is of importance and is fraught with powers to enable it to speak of behalf of the workers more so, when an individual worker cannot be a party. He relies upon the decision reported in 1961 I LLJ 504 "Ram Prasad Vishwakaram v. I.T." and others for the proposition that individual workman is at no stage a party to the dispute independently of the Union. He fears that if workers are allowed to be made parties, they would come at any stage of the proceedings and claim to be made parties.

24. Mr. Sundaram on behalf of Reserve Bank of India drew my attention to the provisions contained in the Trade Union Act, Section 28 providing for sending of the returns in prescribed forms. He also referred me to the "Code of discipline" accepted by the Bank whereunder the Bank was under the obligation to recognise a Union. According to him the provision to file the returns, etc. checks the malpractices of claiming exhorbitant membership and the returns provide a guide to the Government to find out which is the more representative union. He says since the Reserve Bank of India has recognised the Association, it is that associatio n which can claim to represent the workers. He has put forward the proposition that an individual or even a group of workmen cannot be impleaded. According to him since the Reserve Bank of India is an All-India body, only

Al -India units or Associations of workmen in Class III can be impleaded as parties subject to the guidelines laid down by the Supreme Court in "Hochtief Gammon" 1964 II LLJ 460 (Supra) and the Bombay High Court in Maharashtra State Electricity Board v. I.T. 1965 II LLJ 458 (Supra). He relies upon the decision "Workmen of Indian Express News Paper" 1970 II LLJ 132 for saying that an individual dispute is not an industrial dispute. He further argues that applications by a section of the Class III staff such as Cash Department Staff, Ex-servicemen, etc. for being impleaded as parties to the reference cannot be entertained as their grievances have not been referred to adjudication and they do not pertain to workmen as a class as comtemplated by the decision in "Indian Cable Company v. its workmen" 1962 I LLJ 409 and "Ram Prasad v. I.T." 1961 I LLJ-504. Relying upon 'Hochtief Gammon' he says that is not necessary to make others a party as the adjudication without them would be effective and enforceable. He also adopts the argument of Mr. Phadnis that the dispute must have existed at the time of reference and that since the Co-ordination Committee was formed later than the reference, it cannot be made a party to the reference.

25. Since the point involved is as regard impleading parties to the reference it would be convenient to find out as to who are the existing parties. On the one hand it is suggested that when the Government of India made the reference copies of the reference have been forwarded to the Governor, Reserve Bank of India, the Association and the Organisation, and therefore they are the parties. On the other hand it is said that the parties to the dispute are the Reserve Bank of India on the one hand and the employees on the other so that either the Association or the Organisation has only to be looked upon as representing the workers who are members of those Units, that is to say, they are only acting as the Agents whereas the workers are the Principals. It is also contended that it would be always open to the principal to change his agent whenever he so desires.

26. It would be interesting to find out that the applicants namely, different organisations and a group of 170 workmen pray for making them parties. If in their own right they cannot be looked upon as parties and if they are to be looked upon as acting for and on behalf of someone, making them a party would look anomalous. It seems to me however on deliberation that the parties to the dispute are as stated in the preamble to the reference the Reserve Bank of India on the one hand and "their Class III workmen" on the other.

27. In this connection the earliest decision that could be looked into is of the Labour Appellate Tribunal of India, in the Rohtas Industries 1953 II LLJ 679.

28. The facts would show that in the same company there were three labour unions, two representing manual labour and third the clerical staff. The order of refernce of the industrial dispute was in respect of the dispute between the Management and the workmen represented by a particular union being one of the two labour unions. Question arose whether a clerk who was a workman within the meaning of the Act was a person concerned with the dispute within the meaning of section 33 of the Industrial Disputes Act, 1947. It was held that the phrase used naming the particular union after speaking about the dispute being among the management and workmen, was not used for curtailing the rights of the workmen to be represented in any proceedings in the manner contemplated by section 36 and so far as those workmen are concerned they could choose to represent in the adjudication proceedings in one of the manners indicated in sub-section (1) of section 36. The more relevant observation (page 679) is as follows :

> "The intention of the Government making the reference appears to be clear that collective dispute in which all the workmen concerned are interested were referred."

29. This authority therefore would show that although there may be different unions, when a reference similar to ours is made the dispute is between the management and the workmen, so that obviously those are to be looked upon as parties to the dispute.

30. Then we can usefully turn to the decision of the Supreme Court in "Assam Chah Karmachari Sangh v. Dimkuchi Tea Estate" 1958 I LLJ-500. The definition of industrial dispute in section 2(k) and (s) was examined to find out the exact connotation of the words 'any person' used in section 2(k). In analysing the definition clause it is said, that falls easily and naturally into three parts. The citation at page 503 runs as follows :

> "First, there must be a dispute or a difference; second, the dispute or difference must be between employers and employers, or between employers and workmen or between workmen and workmen; third, the dispute or difference must be connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.
>
> The first part obviously refers to the factum of a real or substantial dispute; the second part, to the parties to the dispute; and the third, to the subject-matter of that dispute."

At page 506 while exploring the same topic what is said is as follows :

> "Under the second part of the definition clause the parties to an industrial dispute can only be employers and employers, employers and workmen, or workmen and workmen."

31. This decision therefore leaves no doubt in our mind that parties to a reference such as ours are the employers and the workmen. That the Union has not an independent place apar t from safeguarding the interests of the workmen who alone therefore could be looked upon as the real parties is illustrated by the Madras High Court Judgement in (1960) II LLJ-556 "Coimbator District Mill Workers Union V. Dhanalakshmi Mills, et" In that case, the Union representing a large section of the workmen had taken part in concillation proceedings but was not mentioned in the order of reference and as such the Tribunal had not called it to file the claim statement. Subsequently, the management and the three unions compromised the dispute and the Industrial Tribunal had passed an Award without considering whether it was fair or just settlement. In not accept ing that demand and laying down that it was the duty of the Tribunal to give opportunity to the concerned parties what is stated is as follows :

It is said at page 560

> "Where there is a compromise, it would consider whether in its opinion, that compromise could be adopted as its own determination of the dispute, that is, whether it is fair, just and equitable between the parties."

Looking into the provisions of section 18 and section 36 of the Industrial Disputes Act, 1947 it is further observed as follows:

> "The aforesaid provisions made it clear that, although a particular union or a worker has not been made a en nomine party to the dispute in the sense that no notice

was issued to it or to him, any award that may be ultimately passed will be binding on him. The concerned worker or union is therefore given a right to be represented and heard in the industrial dispute. The nature of the dispute is such that numerous persons would be interested in it, notice could not be given to every one of them. The right adjudicated is not an individual right, but one common to all the workmen."

and further it is said

"For that purpose the tribunal should give an opportunity to all the concerned parties to show whether the compromise could be so adopted."

The decision in 1973 II LLJ-15 "Rameshwar Prasad v. State of Bihar" given by the Patna High Court is specific in recognising that the dispute is raised on behalf of the entire body of workmen and for their benefit. The citation at page 200 is as follow:

"Under S. 18(3)(a) of the Act award is binding on all parties to the industrial dispute. I do not see for the purpose of this point any appreciable difference between the expression "Parties to the dispute" and "parties to the reference". "Parties to the dispute" were the entire body of workmen whose cause was sponsored by a particular union."

In fact the decision goes further in saying that paragraph 7 as follows :

"it is open to all types of workmen to approach the Tribunal for their separate representations if they so choose to do in accordance with cl. (a), (b) or (c) of sub-s. (1) of section 36 of the Act".

32. In view of the analysis of the definition made by the Supreme Court and the decisions given by the Madras and Patna High Courts there should be no doubt in coming to the conclusion that the parties to the dispute in our case are the Reserve Bank of India on the one hand and its Class III workmen on the other hand. The corollary to this would be that those mentioned in the order of reference namely, the Association, and the Organisation are for some sound reason looked upon as parties representing the workmen. A Union normally would be representing its own members unless there is some scheme whereunder the exclusive representation by one Union for all its members as well as non-members is looked upon as legal by feasible.

33. Both Mr. Phadnis for the Association and Mr. Sundaram for the Reserve Bank of India were emphatic in arguing that the Association has been a recognised union. Mr. Sundaram relied upon the provisions of the Trade Unions Act in which registered unions have to send the returns and he also relied upon the code of discipline envisaging the recognition of a union. Mr. Sundaram say that the Bank has adopted the code of discipline and therefore contended that the recognition given by the Bank to the Association should be valued. It was however pointed out and not disputed that Association itself had not accepted the code of discipline. It was therefore a unilaterial recognition although it may stand in aid of the association for giving it more bargaining ability. The question directly involved is whether the Association could be allowed to exclude others representing the workmen such a straight proposition was not made out and indeed it could not be made out because there is no scheme adopted so far by the legislature giving exclusive right of representation to the recognised union nor a just method for granting the recognition.

34. In this connection reliance is placed by Mr. Sundaram on the decision reported in 1977 Lab. IC. 162 between Herbertsons Ltd. and Their Workmen. The Supreme Court was dealing with the settlement arrived at by a recognised union of majority of workers pending appeal to the Supreme Court in respect of the Award itself. The observations relied upon, contained in paragraph 18 are as follows :

"When a recognised union negotiated with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides fraud or even corruption or other inducements. Nothing of that kind has been suggested against the President of the 3rd respondent in this case. That being the position, prima facie this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration."

Mr. Sundaram argues therefore that the recognised union is expected to protect the legitimate interests of labour, there would be no scope for making other Unions a party.

35. The observations of the Supreme Court will have to be understood on the background of the facts. The appellant before the Supreme Court was the employer supported by respondent No.3 the Bombay General Kamgar Sabha. The respondent No.2 Mumbai Mazdoor Sabha was opposing the change in the Award as per the settlement arrived at between the respondent No.3 and the employer and which was suggested to be substituted for the Award which had come up to the stage of appeal to the Supreme Court. Now the opposing Mumbai Mazdoor Sabha was the Union in majority and was the recognised union when the dispute started and when the Award was passed. Subsequently there was a colossal shift in the membership so that the Kamgar Sabha emerged out a majority body. That was recognised by the employer and the Mazdoor Sabha was derecognised. When the company submitted a petition to the Supreme Court to decide the Appeal in terms of the Memorandum of the settlement between the Company and the respondent No.3 the following issue was sent for determination to the Tribunal :

"In view of the fact that admittedly a large number of workmen employed by the appellant have accepted the settlement, is it shown by the 2nd respondent union that the said settlement is not valid and binding on its members and whether the settlement is fair and just?"

The very frame of the issue shows that although a settlement was arrived at by the alleged majority union the second respondent came in the picture and was given opportunity to speak as to why it could not be taken as binding. The recognised union therefore was not allowed to overstep the other Union. The further observations of the Supreme Court would make the point clear that the Supreme Court desired to pause before finding that the settlement could be allowed to be binding on all the workers even if a very small number of workers were not of the majority union. This is found in paragraph 15 as follows:

"Since a recognised and registered union had entered into a voluntary settlement this Court thought that if the same were found to be just and fair that could be allowed to be binding on all the workers even if a very small number of workers were not members of the majority union."

36. The Tribunal to whom the issue was sent for decision had come to the conclusion that the disputed settlement in relation to Dearness Allowance in so far as it affected the workmen at or above the subsistence level was not fair, just and reasonable. In coming to that conclusion the Tribunal had considered the oral evidence given by the respondent No. 3 and had observed that the President of that Union had not explained the terms of the compromise to the individual workers namely, the workers who were members of respondent No. 3 that approach was disapproved by the Supreme Court as would be found in paragraph 17 as follows :—

> "Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and respondent No.3 to find out whether the terms of the settlement had been explained by the President of the Union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the 'consequence'. This to our mind is again an entirely wrong approach."

It is in this context that the president of Respondent No. 3 not explaining the consequences of the settlement to his own members that the observations in paragraph 18 relied upon by Mr. Sundaram appear. Those observations cited above therefore, do away with the necessity supposed by the Tribunal that the compromise arrived at should have been fully explained with all its implications to the individual workers and that is why a reference to suggestions which could have been made to the President of the third respondent has come in the citation. In view of it the observations in paragraph 18 would be no authority to show the exclusive representation by a recognised union on the score that it is a union recognised by the employer, de hors any statutory requirement in that connection.

37. The very basis of the contest in our case is whether the Association has protected the legitimate interests of Labour. It is for this reason that the various organisations are struggling to point out how it would not be proper to pass an Award in terms of the settlement produced before the Tribunal.

38. There are also other matters not comprised in the settlement and the different organisations may have something valuable to contribute to the debate when those items are taken for consideration. It is worthwhile noticing in this connection that the Government itself has also not looked upon the Association as exclusive unit for the collective bargaining on behalf of the Class III workers of Reserve Bank of India. The Organisation which was allowed to take part in the conciliation proceedings is also named in the order of reference and therefor invited to put forward their views before the Tribunal. The Organisation certainly would be entitled to speak on the alleged settlement and to aid the Tribunal in finding out whether it is fair and equitable. If that is so, the whole case based on the recognition granted to the Association that nobody else could be allowed to put forward his views falls down.

39. It may also be worthwhile to note that the 'code of discipline' not having been accepted by the Association the recognition of the Association by the Reserve Bank of India alone conferring upon the Association the monopoly to bargain and that too on the unilateral will of the Reserve Bank of India without any statutory restrictions on its exercise may prove to be of considerable detriment to the interests of the workmen in given circumstances. Consequently persons who are not members of the Association or who have legitimate difference of opinion with them may have to be given an opportunity to be heard.

40. As is rightly pointed out by Mr. Gadkari the provision for representation of the workers is contained in section 36 of the Industrial Disputes Act. It speaks in terms of a workman in singular but the singular would necessarily include the plural and when a number of workmen are to be represented the same provision can easily be applied. In this connection much discussions centered round the question whether what the various applicants are contending to represent amounts to recognising the representation of an individual worker. There is no dispute that except in the cases covered by section 2-A individual workman is not a party to the dispute unless his cause has been espoused by a number of workers or by some union and that is because the dispute as envisaged by section 2(k) should be as dispute which affects workmen as a class.

41. A glance at the decision reported in 1961 I LLJ-504 "Ram Prasad Vishwakarma v. I. T." would show that an individual workman cannot claim to be heard independently of the Union. The case had arisen in peculiar circumstances where the Management had terminated the services of Ram Prasad. The Union of which one Fateh Singh happened to be the Secretary had espoused his cause. It also transpires that Fateh Singh himself had made the complaint against appellant Ram Prasad which resulted in the order of dismissal. But for a long time the Union with Fateh Singh as Secretary continued the action. Settlement was arrived at between the Union and the management. At that stage Ram Prasad contended that by resson of the role played by Fatch Singh in filing the complaint he should be allowed to have fresh representation. That case was no accepted. This is what the Court has said at page 506.

> "The sole question that arises for our determination therefore is whether the appellant was entitled to separate representation in spite of the fact that the union which had espoused his cause was being represented by its secretary, Fateh Singh."

Again at page 507 it is stated as follows :—

> "The question is, whether, when thereafter he thought his interests were being sacrificed by his representative, he could claim to cancel that representation and claim to be represented by somebody else. In deciding this question we have on the one hand to remember the importance of collective bargaining in the settlement of industrial disputes and, on the other hand, the principle that the party to a dispute should have a fair hearing. In assessing the requirements of this principle, it is necessar and proper to take note also of the fact that when an individual workman becomes a party to a dispute under the Industrial Disputes Act he is a party, not independently of the union which has espoused the cause."

and further it is said

> "The necessary corollary to this is that the individual workman is at no stage a party to the industrial dispute independently of the union."

42. The case reported in 1962 I LLJ-409 "Between Indian Cable Co, Ltd. and its workmen" contains the following observations at page 415 :—

> "What imparts to the dispute of a workman the character of industrial dispute is that it affects the rights of the workmen as a class."

Again it is said

> "the validity of a reference must be judged on the facts as they stand on the date of reference and that just as withdrawal of the support by a union after a reference is made cannot render it invalid, likewise the support by it after the date of reference cannot make it valid."

h e principle enunciated in these cases regarding the inability of an individual worker to be viewed as p rty to an industrial dispute except under certain contingencies would be in my opinion of no application to the question with which we are concerned. Surely there is no single workman one or more who is putting forward his own individual case. What is really sought to be done is that in a pending dispute where they are concerned as workman they want to address the Tribunal. There is no difficulty in appreciating that the dispute is of the workmen as a class. In fact dealing with the other submission that some of the parties seeking to join themselves in the reference had not raised any dispute, it could also be said that the dispute exists, the dispute has been taken note of by the conciliation officer. There appears to have been a failure report. The dispute has been considered by the Central Government and thereafter that dispute is sent for adjudication to the National Industrial Tribunal. The dispute does not change. It remains specified as shown in the reference by 35 items put in the schedule. What the parties are contesting is to allow them to pu forward their views on the same dispute, the dispute between the Management and the worker as a class. They want audience. They are not raising any new dispute nor are they coming forward with any new dispute.

43. Power to implead parties to the reference can be gathered from section 18, sub-section (3) (b) of the Industrial Disputes Act. This has been judicially recongised by the Supreme Court in Hochtief Gammon 1964 II LLJ-460. The facts of the case would show that there was an industrial dispute regarding bonus between appellant Hochtief Gammon and the respondents workmen. This dispute was referred to the Industrial Tribunal. A question was raised that Hindustan Steel Ltd. should be made party because the interests of Hindustan Steel Ltd. and the appellants were common by reason of certain transactions beeween the two It was in fact contended that Hindustan Steel Ltd. was the real employer. The prayer to make Hindustan Steel Ltd. a party was rejected on the ground that it was not open to the Tribunal to travel materially beyond the terms of reference. Power to implead cannot be exercised so as to enlarge the scope of reference. The observations in that connection are as follows at page 464:—

> "Reverting then to the question as to the effect of the power which is Implied in S. 18(3)(b), it is clear that his power cannot be exercised by the Tribunal so as to enlarge materially the scope of the reference itself, because basically the jurisdiction of the tribunal to deal with an industrial dispute is derived solely from the order of reference passed by the appropriate Government under S. 10(1)."

> "If it appears to the tribunal that a party to the industrial dispute named in the order of reference does not completely or adequately represent the interest either on the side of the employer, or on the side of the employee, it may direct that other persons should be joined who would be necessary to represent such interest. If the employer named in a reference does not fully represent the interests of the employer as such, other persons who are interested in the undertaking of the employer may be joined. Similarly, if the unions specified in the reference do not represent all the employees of the undertaking, it may be open to the tribunal to add such other unions as it may deem necessary. The test always must be, is the addition of the party necessary to make the adjudication itself effective and enforceable ? In other words, the test may well be, would the non-joinder of the party make the arbitration proceedings ineffective and unenforceable ? It is in the light of this test that the implied power of the tribunal to add parties must be held to be limited."

44. This case thus recognises the power to implead the parties, cautions that it cannot be done if the scope of the reference is enlarged but it is also specific that if the Unions specified in the reference do not represent all the employees it may be open to the Tribunal to add other Unions.

45. On this background we also go to the decision reported in 1965 II LLJ.-458 "Between Maharashtra State Electricity Board and I.T." On the facts we find that the licence of the Poona Electric Supply Co. was revoked by the State and substantial portion of the machinery was sold to the Electricity Board. The Board had the option to engage the services of the old employees on such terms as they deemed fit although so far as the old company was concerned their services stood terminated. The Board was given the option to take benefit of contracts or import-licenses which the Board might select. When the Board was sought to be made a party in the dispute regarding retrenchment between the Poona Electric Company and its workers the prayer was rejected because it was held at 459.

> "Section 18 could not be said to have given power to the tribunal change the character of the dispute which existed between the two parties who were orginally parties to the dispute, by adding a third party, so that the dispute will not only be between the original parties but between the new party and the workmen."

In this context it is said that the dispute must exist or must have been apprehended at the time the reference was made. In other words, the reference contemplated the dispute between the Poona Electricity supply Ltd., and its workmen and not between the old workers and the Board. Although there was the identity of business, the board was looked upon as a new party so that by adding it the entire character was sought to be changed.

46. The principle evolved from the above-noted two cases is that the parties cannot be added so as to enlarge the scope of the dispute or to change the character of the dispute. In my opinion no question of enlarging the scope of dispute or changing its character arises in our case. As remarked earlier the dispute remains the same. Its ambit is in the items enumerated in the schedule. The character of the dispute also remains the same. Within the same ambit parties seeking to plead themselves want to address the Tribunal. Therefore, there is no question of debarring, any one on the ground of change of character of dispute or enlargement in the scope of the dispute.

47. On the contrary the Supreme Court decision in "Hochtief Gammon" Supra is clear on the point of joining other unions in case the Unions specified in the reference do not represent all the employees. In this context we can take into consideration the argument levelled by Mr. Phadnis that the applicants cannot be joined as parties as they had not raised any dispute for concillation and that therefore it is a case of absence of dispute, so that the other parties would be having nothing to say. For the proposition that unless a demand is raised with the employer there cannot be any reference. He relied upon the Judgment in "Sindhu Resettlement Corporation Ltd., 1968 I LLJ 834." In that case the respondent worker was orginally an employee of the Sindhu Resettlement Corporation. Subsequently, he was appointed to work in a subsidiary of that company. He was retrenched by the subsidiary company. The respondent however, wanted posting order and demanded retrenchment compensation from the Sindhu Resettlement Corporation also. When on this background a reference was made by Government what is stated at page 835 is as follows :

"On the facts of this case it is clear that the reference made by the Government was not competent. A mere demand to a Government without a dispute being raised by the workmen with their employer cannot become an industrial dispute. In the instance case the Government had to come to an opinion that an industrial dispute did exist and that opinion could only be formed on the basis that there was a dispute between the appellant and the respondents relating to reinstatement. The material showed that no such industrial dispute as purported to be referred by the statement had even existed between the appellant-Corporation and the respondents."

This case therefore illustrates that a mere demand is not sufficient. There should be a dispute raised by the workmen. Mr. Phadnis in applying this principle wants to suggest that the dispute raised by the Association before the conciliation officer and the dispute that could be looked into in case applicants or any of them are made parties would be two different disputes. That looks to be a fallacious position. The dispute is the same and is specified in the schedule to the reference itemwise. The applicants' only desire to participate in the deliberations either for finding out whether the settlement arrived at is just and fair or for deciding the other items not covered by the settlement. It would not therefore be correct to conceive that the applicants are seeking some other dispute to be resolved.

48. Again the proposition laid down in the Sindhu Resettlement Corporation Supra will have to be understood on its own facts. Section 10(1)(d) under which the reference is made talks not only of any existing industrial dispute but also speaks of an apprehended industrial dispute. The apprehension may not be necessarily by a formal demand made with the employer. Even otherwise the Central Government may have had much material to conclude that the dispute was apprehended in case the present reference is also conceived as based on the apprended dispute. Industrial dispute exists even when there is difference among employer and employees. In the recent judgment reported in 1978 I LLJ-484, "S.N. Goel V. Bank of Baroda" the Supreme Court reconsiders the proposition laid down in Sindhu Resettlement Corporation supra. In analysing the definition of industrial dispute given in section 2(k) words 'dispute' or 'differences' are explained. The relevant observations at page 486 are as follows :—

"The key words in the definition of industrial dispute are "dispute" or "difference." That is the contention of these two words. In Beetham V. Trinidad Cement Ltd., All K.S. 244 at 249, Lord Denning while examining the definition of expression "Trade dispute" in S. 2(1) of Trade Dispute (Arbitration and Inquiry) Ordinance of Trinidad observed :

"By definition a 'trade dispute' exists whenever a 'difference' exists and a difference can exist long before the parties became locked in a combat. It is not necessary that they should have come to blows. It is sufficient that they should be sperring for an opening."

Thus the term "industrial Dispute" connotes a real and substantial difference having some element of presidency and continuity till resolved and likely if not adjusted to endanger the industrial peace of the undertaking or the community."

It is also further said as follows :

"The Tribunal, however, referred to the decision of this Court in Sindhu Re-settlement Corporation Ltd. v. Industrial Tribunal, (1968-I LLJ. 834) in which this Court proceeded to ascertain whether there was in existence an industrial dispute at the date of reference, but the question whether in case of an apprehended dispute Government can make reference under s.10(1) was not examined."

In view of this discussion raising of a specific demand by the applicants is of little consequence, though I am told some of them did present their charter of demand.

49. In canvassing the position that it is essential to allow the applications of other parties Mr. Dudhia invited me to observe the difference in the dispute raised by the Association and the items referred for adjudication. According to him the charter of demand presented by the Association, copy of which is on record shows that they had raised specific demands even mentioning the scales etc. He however, says that the points referred to the Tribunal are general items. According to him not copying the demands verbatim as given by the Association and putting them in general terms may be intentional, in that the Tribunal could look into the structures suggested by others and the disputes could be crystalised by reading the claim statements of others. That the pleadings can be looked into for such purpose gets support from the decision reported in 1967 I LL.J.-423 "Delhi Cloth & General Mills Co." which shows that the Tribunal can looked to the pleadings of the parties to find out the exact nature of dispute.

50. In developing this very point Mr. Dudhia urged that there is a distinction between the reference under section 10(1A) and the reference under section 12(5) of the Industrial Disputes Act, 1947. He envisages the latter section 12(5) as an enabling section for making a reference. This argument however is not available to him. Sub-section (5) of Section 12 only speaks of the pre-requisite for making a reference, that is to say, that the Government has to consider the report of the conciliation officer. There are no words suggestive of an independent power to make any reference, apart from the power contained in section 10. In this connection Mr. Sundaram pointed out the case reported in 1960 II LL.J.-592 "Between State of Bombay v. Krishnan (K.P.)" which is categorical in laying down that there could be a reference only under section 10 of the Act. The relevant observations at page 599 run as follows :—

"Besides, even as a matter of construction, when S.12(5) provides that the appropriate Government may make such reference, it does not mean that this provision is intended to confer a power to make reference as such. That power has already been conferred by S.10(1) : indeed S.12(5) occurs in a chapter dealing with the procedure, powers and duties of the authorities under the Act; and it would be legitimate to hold that S.12(5) which undoubtedly confers power on the appropriate Government to act in the manner specified by it, the power to make reference which, it will exercise if it comes to the conclusion that a case for reference has been made, must be found in S(10)(1)."

The reference therefor could be under Section 10 only. Prima facie it looks also open to this Tribunal to consider the items of reference from all angles and not necessarily to restrict itself to the wording in the charter of demand of the Association.

51. One more objection for making the applicants a party, advanced by the Association and the Reserve Bank of India is that joining them will cause delay. This is to be appreciated fully. It is no doubt correct to say that apart from the Reserve Bank of India, if the Association with its settlement and with its own point of view regarding items not covered by the settlement is to address the Tribunal on those points without giving opportunity to others, time consumed would be lesser than the

time consumed by them and by other parties who may be allowed to contribute to the debate. But this is a wrong approach to the problem of delay. It is the legitimate function of the Tribunal to give hearing to the parties and if and when others are joined, of course on sound reasons they are entitled to take part in the deliberations to assist the Tribunal arriving at a conclusion leaving no scope for any type of error. There is no short circuiting and the ground cannot be considered good for refusing them to be heard. There would be no delay caused in any other manner because no one would be allowed to speak on topics not specified in the schedule or ancillary to it. The argument based on delay therefore is not convincing for rejecting the applications for joining as parties.

52. Question therefore now arises as to who could be made parties and what should be the test applied in allowing or disallowing the prayers of different applicants. In Hochtief Gammon 1964 II LLJ-460 supra the Supreme Court has laid down the test in following words.

> "Is the addition of the party necessary to make the adjudication itself effective and enforcible ? Would the non-joinder of the party make the arbitration proceedings ineffective and unenforcible ?"

The Supreme Court laid down the above test while considering the claim for adding a third party altogether. The complexion of our case differs slightly, in that all the applicants who have given the applications want to speak on behalf of Class III workmen of Reserve Bank of India who as said earlier as class are already party to the dispute. It is a different representation on behalf of the same party. The party as if divides itself into parts. The addition contemplated is giving representation, to these parts. This position also is covered by the Supreme Court decision in "Hochtief Gammon" because it is said in so many words that,

> "Similarly if the unions specified in the reference do not represent all the employees of the undertaking it may be open to the Tribunal to add such other union as it may deem necessary?"

Drawing analogy on the principle of necessary parties and proper parties the question to be considered would in my opinion fall on the lines of deciding whether those whose applications are allowed would be proper parties. In my estimation those who have much to say on any of the items given in the schedule, those who have to put before the Tribunal pros and cons of the subject in hand those who are interested in showing the pitfalls, the advantages or disadvantages of the actual working of any tentative decision could legitimately be considered as proper parties. It is they who would help us in formulating or shaping the ultimate decision and in that light they could be afforded opportunity to take part in the discussion.

53. The applicants here are either unions, Federation of unions or a group of employees without any union as in the case of 170 workers. We can steer clear of the concept that individual worker cannot be allowed to be a party he has no existence unless he is supported by a considerable number of employers in the same unit or his case is espoused by a union. That principle does not apply to the 170 workers. But the case of the workers coming in a group without forming a union may have also to be looked into on the basis of a considerable number of workers forming a group otherwise there would be no much difference between each worker coming forward and a small group coming forward. That is a point of practical utility. Obviously the case of a union is different. The union may be a minority union but it has the advantge of remaining in the field so that at any time the employees can join it and increase its status. As against this individuals though in a group cannot be looked upon as having sufficient strength behind them unless the group consists of a considerable number of employees.

54. The question whether a minority union could be allowed the audience may not trouble us long. There are decisions showing that the cause of workers can be espoused even by minority union or by a newly formed union. In 1970 II LLJ-132 "The Workmen of Indian Express Newspaper Pvt. Ltd. v. The Management" the Supreme Court was concerned in deciding when an individual dispute can become an industrial dispute. But the observations useful for our purpose are found in paragraph 7 page 137 which run as follows :

> "Notwithstanding the width of the words used in S. 2(k) of the Act a dispute raised by an individual workman cannot become an industrial dispute unless it is supported either by his union or in the absence of a union by a number of workmen, that a union may validly raise a dispute though it may be a minority of the workmen employed in an establishment, that if there was no union of workmen in an establishment, group of employees can raise the dispute which becomes an industrial dispute even though, it is a dispute relating to an individual workmen, and lastly, that where the workmen of an establishment have no union of their own and some or all of them have joined a union of another establishment belonging to the same industry, if such a union takes up the cause of the workmen working in an establishment which has no union of its own."

The above passage would show that even a minority union can espouse the cause of an individual workmen by converting it into an industrial dispute. A fatiori a minority union can represent a part of the workmen who as a class is a party to the reference. In "Pradeep Lamp Works v. It Workmen" 1970 I LLJ-507 the employers had challenged the reference in connection with the dismissal of its workmen iner alia on the ground that the dispute was not sponsored by the registered union or by a substantial number of workers. On facts it appeared to the Court that the workers had formed a new union as they were dissatisfied with the Pradip Lamp Workers' Union. In rejecting the contention of the employer what is stated by the Court in paragraph 8 at page 510 is as follows :

> "There is, thus clear evidence of these cases having been espoused by the new union or, being yet unregistered, by a substantial number of workmen. The fact that these cases were not taken up by the recognised union does not mean that they were not industrial disputes. There are decisions of this Court which have laid down that espousal of a dispute before a reference is made even by a minority union, having a membership of substantial number of workmen, is sufficient to make such a dispute an industrial dispute."

55. The decision of the Orissa High Court reported in 1972 II LLJ-347 "Between Mazdoor Sangh, Titaghur Paper Mills No. 3 and Industrial Tribunal" can be looked upon as an authority to implead another union. The dispute referred was in respect of wage structure of the employees of the mills. Applicant Mazdoor Sangh a registered trade union applied to be impleaded to the proceeding. That application was rejected. An Award was passed based on the settlement entered into between the Management and the rival unions. The Mazdoor Sangh filed writ petition challenging the order rejecting the application to be implcaded as a party as well as the Award based on a settlement with the rival unions. The challenge was upheld. The observations in paragraph 13 are as follows :-

> "The petitioner had, therefore, clearly a right of hearing against the settlement. Doubtless it was open to the

Tribunal to reject the petitioner's stand on reasonable and cogent grounds after hearing, but it would be difficult to accept the Tribunal's view that the petitioner is not entitled to hearing and is not necessary party to the reference."

56. In view of all this discussion I am not satisfied that the applications to make applicants parties to the dispute should be rejected en masse. As said earlier I look upon the workmen as a class, as a party to this reference. The Association and the Organisation mentioned in the reference are certainly competent to represent the cause of the workmen. They do not include all the workmen. Certain others may be in minority but could have something to contribute substantially. Consequently right should be conferred on them to address the Tribunal by a representative of their choice. In other words, Class III workmen although as a class is a party the representation in the reference, by force of circumstances is in parts. Part of the workmen are represented by the two units mentioned in the reference. Part of the workmen could be allowed to be represented by the Unions of their choice. In my estimation in the present situation that is inevitable. As long as there is no machinery to restrict the representation of a body of workers on some sound lines, permitting only one union to speak on their behalf, competitive claims to speak in the best interest of the workmen are bound to arise. They will have to be dealt with on the facts of each case. It cannot be said that the claims though made by minority are frivolous, not genuine or not made with responsibility. In fact there is scope for diverse representation when the organisation such as the Reserve Bank of India exists on a large scale with offices at different centre, local problems may be different local situations may be different, local emotions may be different for all the Units to combine together in forming one representative union to speak with one voice. Those who do not join one particular union cannot be discarded simply on that score. In the broad application of the principle, it can not be said that a small Unit really not having substantially to contribute would never be encouraged or allowed to address. That possibility is there but it is always better as in the present situation to err on the safe side so that as soon as a prima facie case for speaking something on the topic listed, something which will be of use in taking the ultimate decision is made out, the minority Union should be permitted to address the Tribunal.

57. Mr. Phadnis expressed a fear that in case such representation is allowed anyone would come at any stage of the proceedings with a prayer to join in the main stream. That however, need not deterus from considering the applications of the present applicants favourably. In the first place these applicants were struggling to make themselves heard even when the proceedings were not continued because of the Stay Order of the Calcutta High Court. They have not come late. Those who are inclined to come late though getting advantage of the principles found out and stated above may not be given audience if they are unable to explain why they were not alert to come in at the early stage.

58. To sum up the above discussion.

(i) The parties to the dispute are the Reserve Bank of India on the one hand and their Class III workmen as a whole on the other hand.

(ii) As the law stands at present there is no exclusive representation to the recognised Union on the score that it is a union recognised by the employer.

(iii) No question of individual workman seeking to raise an industrial dispute arises.

(iv) There is no change of dispute, no enlargement of dispute or no absence of dispute.

(v) Workmen as a class will have to be conceived for representation in parts.

(vi) Workmen can be allowed to represent themselves through affiliated bodies or unions.

(vii) The Unions could be permitted to address the Tribunal on the analogy of looking upon them as proper parties.

(viii) As soon as a prima facie case is made out for substantially contributing to the debate even a minority union should be permitted to address the Tribunal.

59. On the above conclusions we will have to find out which are the parties who could be taken as substantially contributing to the deliberations. The Karmachari Federation and the Co-ordination Committee are All India Bodies. From the arguments I could gather that there appear many points in the settlement over which they are dissatisfied. Karmachari Federation had given its own charter of demands. I am therefore, unable to say that they would not be able to contribute to the debate substantially. The next comes the question of Ex-servicemen employees. The Association of Madras and an Organisation of Bangalore have applied to be made parties to the reference, that is to say, they are asking for an opportunity to address the Tribunal on behalf of these workers. As was pointed out by Mr. Palani Velu there are some special problems of the Ex-servicemen. It is easy to say that there is no mention of those problems in the reference and therefore representation ought not to be allowed. The logic contained in it is strong but applies to its own Universe. There is another field of operation for the problems of these persons. They can certainly have something to say within the limits of the discussion set out by the reference so that the ultimate decision on the items does not turn out to their detriment. To that extent the problems of the Ex-servicemen and on the same lines the problems of the Scheduled Castes and Scheduled Tribes will have to be understood. In the latter case no doubt safeguards are existing but it is for centering the discussion within those safeguards, or seeing they are not transgressed that they could be given the hearing. Their contribution is not to be viewed as establishing or demanding any fresh safeguards but they have to add to the discussion remaining within the bounds of the safeguards already existing. Representation given to the Ex-servicemen or to the Scheduled Castes and Scheduled Tribes or on the same analogy to the Cash Department Staff which has formed into a registered union will have to be understood on that basis.

60. However, I think no representation need be granted to the Ex-serviceman Welfare Organisation, Bangalore. Papers filed with the Tribunal show that initially Bangalore Organisation had made the request that the Tribunal should be pleased to pass an order impleading the Madras Association to represent Ex-servicemen. I did not also gather in the arguments that the Organisation at Bangalore had anything to say different from the Madras Association or that there is any justification for giving them an independent audience. Madras Association can be relied upon the safeguard the interest of their members.

61. Similar is the case with the Employees Union, Hyderabad, and the Employees' Union Nagpur represented by Mr. Gadkari. Although they have put in independent applications their prayer is in the alternative, that either the Co-ordination Committee be allowed to represent them or they should be given representation. Since the Co-ordination Committee is being allowed to represent the workers I do not see any reason to give them independent audience hereafter.

62. The case of 170 workmen stands on a different footing. They have not formed themselves into a union. Therefore they

are coming forward as a group. Although it is not an individual dispute they are raising. 170 workmen cannot be looked upon as a considerable number of workmen when the Reserve Bank of India consists of more than twenty-thousand employees. As they have not formed themselves into any union they have not the status whereunder the Union could be considered a fit body for granting representation. The applications of those workmen therefore will have to be rejected.

63. In the result the applications of the Karmacahri Federation, the Co-ordination Committee, Ex-servicemen Welfare Association, Madras, Cash Department Staff Union and Scheduled Caste and Scheduled Tribes Employees' Federation are allowed so that they are allowed to address the Tribunal on behalf of Class III workmen. The remaining application stand dismissed.

C.T. DIGHE, Presiding Officer,
National Industrial Tribunal,
BOMBAY.

APPENDIX 'C'

BEFORE THE CENTRAL GOVERNMENT NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

PRESENT

C.T. Dighe Esqr.,
B.A. (Hons.) LLM.
Presiding Officer

Reference No. NTB. 1 of 1979

EMPLOYERS IN RELATION TO RESERVE BANK OF INDIA

AND

THEIR CLASS III WORKMEN

(INTERIM AWARD ON ITEM 33 OF REFERENCE)

APPEARANCES :

For the Employers	Mr. N.V. Sundaram, Legal Adviser.
For the All India Reserve Bank Employees' Assocation	Mr. Madan Phadnis, Advocate.
For All India Reserve Bank Workers' Organisation	Mr. M.P. Mehta, Advocate
For All India Reserve Bank Karmachari Federation and All India Reserve Bank Cash Department Staff Union	Mr. C.L. Dudhia, Advocate
For Reserve Bank Ex-Servicemen Employees' Welfare Association	Mr. S.P. Palani Velu
For Reserve Bank Employees' Union, (H), Reserve Bank Employees' Union (N) & All India Reserve Bank Employees' Co-ordination Committee	Mr. J.G. Gadkari, Advocate.
For All India Reserve Bank Scheduled Caste/Tribe Employees' Federation	Mr. Y.H. Appa, Advocate.
Industry	Banking

Bombay, the 19th February, 1980

AWARD

The All India Reserve Bank Workers' Organisation, Nagpur, hereinafter called "the Organisation" filed an application along with their Statement of Claim on the 21st of November, 1979, asking for an interim relief of Rs. 1,000 to the employees in Class III of the Reserve Bank of India. The application mentions that the prayer has been made in terms of Item No. 33 of the Schedule attached to the order of reference dated 16th June, 1979.

2. This claim was opposed by the Reserve Bank of India and the All India Reserve Bank Employees' Association, hereinafter called "the Association" by filing a combined reply. According to them, Item No. 33 of the reference which reads as 'Need for Interim Relief' has a bearing on various other items which are in the nature of monetary benefits. They referred to the settlement already entered into by the management and the Association in respect of a number of items of reference, including basic pay, dearness allowance, house rent allowance and other items in the nature of monetary benefits. It is, therefore, said that in case an award is made expeditiously approving that settlement, the entire amount due under the settlement would immediately become payable to the employees. In short, therefore, they are urging for the early implementation of the settlement dated 28th September, 1979, instead of granting any interim relief.

3. Subsequent to the giving of the application dated 21st November, 1979, by the Organisation, time was spent in deciding the question whether other unions not named in the order of reference should be allowed to address the Tribunal. The decision on that point was given on the 7th January, 1980. On 11th January, 1980 the All India Reserve Bank Employees' Co-ordination Committee, hereinfater called "Co-ordination Committee" filed a Statement of Claim. Paragraph 33, of that statement headed "the need for interim relief", is in the nature of a request to this Tribunal for granting an interim relief of Rs. 1,500 pending publication of the Tribunal's award. It is stated that the last agreement on wages and other conditions of service expired on the 31st of December, 1973, but since then there has been no relief to the employees of the Reserve Bank, although, in all other banks, the employees have already received interim relief and also arrears in pursuance of the revised pay scales.

4. On 14th of January, 1980, the All India Reserve Bank Scheduled Caste/Tribe Employees' Federation, hereinafter called "the Federation" filed an application of similar nature. According to the applicants, prices of consumer products, including essential commodities, have steadily increased and they are still recording a rise. It is said that the reference would take a long time and employees could not be allowed to remain in indigent circumstances. More so when the Reserve Bank of India has made no case of its inability to grant interim relief. It is, therefore, said that there being a prima facie case each employee be given a sum of Rs. 1,200 or Rs. 100 per month with effect from 16th June, 1979.

5. Another prayer in this application relates to interimly striking down the settlement between the Association and the Reserve Bank of India. That however cannot take place unless the merits are looked into and as such at this stage such a prayer cannot be allowed.

6. The request for interim relief will have to be looked into not only in the light of Item 33 in the reference, the "need for interim relief" but also on the background of a similar settlement between the Reserve Bank of India and their Class IV servants where before the implementation of the settlement on interim relief has been voluntarily granted by the Reserve Bank of India.

7. On behalf of the Organisation Mr. Mehta argued that the last agreement on wages between the management and the employees expired on the 31st of December, 1973, and since then there has been a very big rise in the All India Index of Working Class Consumer Prices. He relied upon the entries at page 2343

of October 1979 issue of the Indian Labour Journal. According to the figures therein mentioned, with the base year as 1949, in 1973 the general index had risen upto 287 and by about the time we are discussing the matter, the further rise recorded is 417. Mr. Mehta therefore argued that there has been an erosion in the real wages. He conceded that with the rise in the price index there was an automatic rise in the dearness allowance admissible to the employees. But he says that as far as Class III employees are concerned, such rise neutralises only 75% of the increase in prices and hence looking to the staggering rise in prices, even the unliquidated 25% rise prices is sufficiently painful to be borne by the employees. Pending the decision on the reference he asks for approximatley Rs. 100/- per month to each of the employees retrospectively from 1st September, 1978, the date on which the Class IV servants are shown entitled to such a relief or in the alternative, he prays for an immediate lumpsum payment of Rs. 1,000/- to each of the employees.

8. In this connection he relied upon the decision reported in (1964) 1 LLJ 380, "Workmen of Balmer Lawrie Ltd. v. Balmer Lawrie Ltd." This decision emphasises the need for re-examination of wage structure and it is said that payment of a high rate of dearness allowance is not an answer to the demand revision of wage scales. On the same aspect, he also referred to the decision reported in (1972) 1 LLJ 576, "Unichem Laboratories v. Workmen", where the Supreme Court has empahsised the need for looking into the dearness allowance incentive bonus etc. while fixing the wage structure. Mr. Mehta argued that the Reserve Bank of India has not disputed the necessity of increase inasmuch as they have entered into a settlement with the Association agreeing to pay the higher scales of wages, but, it is said that the award even in terms of the settlement would take considerable time so that by granting interim relief the situation could be retrieved substantially.

9. Mr. Gadkari appearing on behalf of the Co-ordination Committee compared his application with an application for interim order in civil courts and said that there was a good prima facie case in favour of the employees and the balance of convenience was also in their favour. Mr. Dudhia appearing for the Karmachari Federation, which is supproting the prayer for interim relief argued that the interim relief was in the nature of an aid to final relief and inasmuch as a prima facie case was established by reason of the Reserve Bank of India impliedly conceding to the rise in the wage structure, immediate relief should be granted.

10. The settlement arrived at between the Association and the Reserve Bank of India provides for higher pay scales as well as other higher monetary benefits. The other unions now before me, by and large disapprove of that settlement inasmuch as, according to them something more ought to be granted. When this is the view point of the parties interested in assisting the Tribunal it is easy to say that every one seeks to secure more in terms of money. If we look to the All India Consumer Price Index, it becomes evident that there has been a big increase in commodity prices and the employees therefore have a good prima facie case for enhancing the pay scales. The pertinent question would be whether the employees should be made to wait till the Tribunal finally disposes of all the 35 items or whether something by way of a small relief in terms of money could and should be given at this stage.

11. Mr. Phadnis appearing on behalf of the Association in opposing the iterim relief submitted that the very scrutiny of the settlement should start without any loss of time. He hoped that that may not take more than 30 days, and therefore he argued that there was no necessity of granting any iterim relief. In fact Shri Sundaram appearing for the Reserve Bank of India while supporting Mr. Phadnis said that the prayer for interim relief is made by the other unions more to score a point over the Association and not because they have some real need for the relief. According to him, no hardship would be resulted to the employees of the Reserve Bank of India because already they are in a higher pay bracket. He told me that the lowest clerk employed at present gets Rs. 664.20 as monthly salary.

12. That there has been a very big rise in the consumer prices is not and cannot be denied by Mr. Phadnis or by Mr. Sundaram Looking to the number of persons taking part in the proceedings and the number of items upon which the discussion is to take place first for deciding whether the a settlement is just and fair and next for deciding other items not included in the settlement, it does not appear that the final decision of the Tribunal could be received within a month or so. The ground for disentitling the employees of the interim relief because there is a likelihood of early award cannot therefore be appreciated.

13. Another point made by the opposing parties in this connection related to the delay that could be caused because of the form of order. It was said that even for granting an interim relief, there will have to be an award. Such an award will have to be submitted to the Central Government who may or may not approve it and even after approval, it may take sometime for its publication. It was therefore said that instead of waiting for such publication of the award, the Tribunal should go ahead with the hearing and make a final award. I am not impressed with this argument to deny the iterim relief. If on a comparatively small item of iterim relief, the process involved in giving the award, submitting the same to the Government and its publication involves delay, there is likely to be far more delay considering the time required for deciding the points involved, the submission of the award to the Central Government, the Government arriving at a finding on different items and publishing the award. Therefore, that would be a stronger reason for the employees to claim an interim relief.

14. On the point whether an interim award is necessary for granting interim relief, my attention was invited to the orders made earlier on 18th August, 1967 in the reference between the Reserve Bank of India and its workmen, in case No. S.O. 645 of 1967. It is said that no interim award was made and if the Bank chooses to implement the order, the question of delay does not arise. As against this, it was said that the order of interim relief is an award within the meaning of "award" as defined under section 2 (b) of Industrial disputes Act, 1947, and under seetion 17 of the Act, Tribunal will have to submit its award to the appropriate Government for publication and that the award would become effective 30 days after its publication in the Gazette. A glance at the ruling in (1971) 1 LLJ 389 (391), Workmen, B.S.E. Board v. B.S.E. Board would show that the order granting interim relief has to be in the form of an interim award under clause (b) of section 2. It seems that, that is the correct position in law.

15. However, as the same case points out, what we have to determine at this stage is whether there is a prima facie case in favour of the employees and whether on the facts an interim relief by way of interim award is necessary. Shri Sundaram while arguing on the merits of the case referred me to the decision in Hotel Imperial v. Hotel imperial Employees Union, reported in (1959) 2 LLJ 542 for the proposition that the interim relief should not be the whole relief that the workmen would get if they succeed finally. He also relied upon the "Punjab Nationa Bank v. A.N. Sen", reported in (1952) 1 LLJ 371 where the Simla High Court has approved the principle that thei nterim order can be made only in a matter of urgency.

16. We have seen that there is not only clamour for increase in pay and other allowances but in fact the Reserve Bank by entering into a settlement with the Association have in effect conceded the need for such a relief. On the point of urgency, it may be noted that the earlier agreement ended on 31st December 1973, and till today no steps have been taken for the amelioration of the situation excepting perhaps the automatic rise in the dearness allowance. But, as seen earlier by that rise there is no full neutralisation and the portion of the increase remaining without neutralisation looks to be sufficiently substantial to keep a wide gap while combating with the ever rising prices.

17. In these circumstances, it is felt that an order for interim relief ought to be passed.

18. The more material question however is the extent to which such relief can be granted. At the bar, a suggestion was made that since the Reserve Bank has already entered into a settlement, the consent of the Bank to the rise embodied in it may be taken for granted and the interim order should be formulated on those lines. Mr. Sundaram at this stage relied upon the decision in Nagercoil Electric Supply Corporation v. Industrial Tribunal, reported in (1953) 1 LLJ 208 where the Trivandrum and Cochin High Court has laid down that a settlement between the employer and workmen otherwise than in the course of conciliation proceedings cannot form the foundation for the grant of an interim relief, by a tribunal. It would, however, appear that the complexion of the question is different. If any party were to claim interim relief based on the private settlement and if that claim was opposed by the contesting parties the principle enunciated would have applied. When, however , an independent scrutiny is made for finding out the appropriate amount or the appropriate manner in which the interim relief could be granted and for the sake of comparison or for the sake of guidance a figure or figures are indicated as found in the settlement the principle as stated in the decision would not seem to have application. In other words, the settlement would not be made the basis of the iterim relief, interim relief would be founded independently but certain statments of the management is embodied in the settlement which could easily be looked upon as admissions on the point concerned could be utilised for formulating the order.

19. In this context the tabular statement submitted to me by the Organisation analysing the rise in different scales would be helpful for concluding as to how much is looked upon as appropriate amount for giving relief against the rise in prices. We can also derive help from the order passed by the Reserve Bank of India on 12th January 1980, when interim relief was granted to Class IV servants preceding the implementation of the settlement arrived at between the Reserve Bank and the Union of Class IV employees. That relief was granted retrospectively from 1st September 1978, and provision is also made for relief to be given to the employees appointed in service after 1st September 1978, but remaining in service till 31st December 1979. The amount of relief granted to Class IV employees is of course in relation to the scales of pay available to them, but the lumpsum amount granted to them cannot be said to be of absolutely no use in making a comparison and coming to a conclusion about the interim relief to be granted in this praticular case.

20. It may be expressed that the restrospective effect given from 1st September 1978 to the Class IV servants could be made to govern our case also. Again it seems that instead of giving a monthly payment and thereafter making calculations in case in the final award the scales are varied, it looks convenient to grant interim relief as in the case of Class IV servants in terms of some lump amount, so that it would be easier to make adjustments after the final award. The interim relief granted to the Class IV servants in different pay brackets is given in slabs related to different stages in the scales of pay. This pattern also looks convenient to be borrowed. It is on this background and keeping in view that the Reserve Bank of India has already agreed to a rise in pay, that the statement given by the Organisation to the Tribunal, will have to be looked into. This statement is based on the rise in the scale of pay agreed by the Reserve Bank and embodied in the private settlement. The relief sought is divided into four slabs. The first slab ends with the 7th stage in the scale of pay, the second slab ends with the 12th stage in the scale, the third slab ends with the 16th stage and the last slab ends with the 20th stage. The statement is prepared on the basis of the relief for 16 months from 1st September 1978. As a matter of fact, two more months have elapsed and therefore my final order would be in terms of 18 months ending with February 1980. The statement shows a rise of Rs. 31-40 in the first slab, Rs. 50/- in the second slab, Rs. 70/- in the third slab and Rs. 100/- in the fourth slab. Independent of the objection that the interim relief cannot be founded on a private settlement, which I have already dealt with, keeping in view the other principle that the interim relief should not be the whole relief. I would prefer to take the amount of increase not at Rs. 100/- for the 4th slab, or at Rs. 70/- for the third slab, but by reducing it by Rs. 10/- in the fourth slab and Rs. 5/- in the third slab, at Rs. 90/- for the fourth slab and Rs. 65/- for the third slab. As far as the second slab is concerned, looking to the pay range covered by it, as given in the statement supplied by the Reserve Bank of India, I think, the amount of Rs. 50/- as the rise should be kept as it is. The first slab represents the employees in the still lower scale ; the minimum rise there estimated is at Rs. 31.40. I would like to round it off to Rs. 30/-. Consequently, the final order for interim relief for the eighteen months period from 1st September 1978 will be Rs. 540/- to the persons in the first slab, Rs. 900/- to the persons in the second slab, Rs. 1,170/- to the persons in the third slab and Rs. 1,620/- to the persons in the fourth slab. I am also borrowing the pattern in the letter dated 12th January 1980 granting the relief to Class IV servants and hence some provision will have to be made in respect of the employees who have joined after 1st September 1978. They would be at the bottom of the grade and therefore the relief to which they would be entitled is Rs. 30/- per month of their service till the end of the 18 months period.

Resumed 26th February, 1980

21. When the proposed order was discussed and counsels appearing for different Unions were invited to say whether the order will be workable or whether any complications would be caused, it was gathered that Class III employees of the Reserve Bank of India are having different pay scales as appearing in Section B page 62 of the Booklet named "Settlement Regarding Scales of Pay" The starting salary in each scale is different. The benefit of the interim relief therefore would have to be regulated in terms of pay range rather than the stage in the scale. There was consensus of opinion on this aspect and as such the slabs would be in terms of pay range. The first slab would extend to the employees having a pay range less than Rs. 300/- on 1-9-1978, the second slab would be of employees having a pay range from Rs. 300/- but less than Rs. 435/- on 1-9-1978, the third slab would be of employees with the pay range from Rs. 435/- but less than Rs. 515/- and the fourth slab would be of the employees getting Rs. 515/- and above as on 1-9-1978.

22. My attention was also invited to another category Class III employees who do work on part-time basis. There is no reason not to extend the benefit of interim relief to them. The part-time work has shown at page 39 of the Booklet above referred to, covers persons whose working hours per week are 6 hours to 13 hours, more than 13 hours to 19 hours and more than 19 hours to 29 hours. These employees draw wages at

1/3, 1/2 and 3/4 respectively of the scale of wages for the whole time employees. The relief to be granted to them could best be expressed by granting it, pro rata the input in service.

23. It was said that certain Class III employees would be employees promoted from Class IV. I suppose however, the Classification A & B in the order proposed should be able to take care of such employees.

24. I was also addressed on the question of interim relief to be granted to those who are under suspension. The present rules governing suspension do not justify making any provision for them. I also gather there are very few such cases. I am not therefore inclined to pass any orders granting them interim relief.

25. As remarked earlier this interim relief will be subject to adjustment after the final award is passed.

26. On the discussion I also find it advisable to permit the Reserve Bank of India to ask for direction in specific cases not governed by the orders already passed in which the Reserve Bank feels that a particular type of order may be equitable. Directions will be issued during the pendency of this Reference as and when such applications if any are given by the Reserve Bank of India.

27. Consequently, the following order is passed :—

ORDER

The Reserve Bank of India do pay by way of interim relief to their Class III employees amounts as indicated in the following Schedule:—

SCHEDULE

(A) Employees who were in the service of the Bank as on 1st September 1978 and continue to be in service till 29th February 1980 :

Pay range as on 1-9-1978	Total amount Rs.
(a) Less than Rs. 300	540
(b) From Rs. 300 but not more than Rs. 435	900
(c) From Rs. 435 but not more than Rs. 515	1,170
(d) From Rs. 515 and above	1,620

(B) Employees appointed in the Bank's service on or after 1st September 1978 and in service upto 29th February 1980 at the rate of Rs. 30 per month of service till 29th February 1980.

(C) Part-time Employees.—Interim relief pro rata, wages they received depending upon their weekly hours of work and in terms of Class A or Class B as appearing above.

C. T. DIGHE, Presiding Officer.

APPENDIX 'D'

BEFORE THE CENTRAL GOVERNMENT NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

PRESENT

Justice C. T. Dighe Esqr.,

B. A. (Hons.), LL. M.

Presiding Officer.

Reference No. NTB—1 of 1979

BETWEEN

EMPLOYERS IN RELATION TO RESERVE BANK OF INDIA

AND

THEIR CLASS III WORKMEN

(Application asking for directions to the Bank to pay Travelling Allowance, Halting Allowance etc.)

APPEARANCES:—

For the Employers	Mr. N. V. Sundaram, Legal Adviser.
For the All India Reserve Bank of India Employees' Association	Mr. Madan Phadnis, Advocate.
For the All India Reserve Bank Workers' Organisation	Mr. M. P. Mehta, Advocate.
For All India Reserve Bank Karmachari Federation and All India Reserve Bank Cash Department Staff Union.	Mr. C. L. Mehta, Advocate.
For Reserve Bank Ex-servicemen Employees' Welfare Association.	Mr. S. P. Palani Velu.
For Reserve Bank Employees' Union (H) Reserve Bank Employees' Union (N) and All India Reserve Bank Employees Coordination Committee.	Mr. J. G. Gadkari, Advocate.
For All Indian Reserve Bank Scheduled Caste/Tribes Employees' Federation.	Mr. Y. H. Appa, Advocate.
Industry	Banking.

Bombay, dated the 19th February, 1980

ORDER

On 22nd of January, 1980, the All India Reserve Bank Cash Department Staff Union, All India Reserve Bank Employees' Co-ordination Committee (hereinafter called Co-ordination Committee), Welfare Association, Madras (hereinafter called Welfare Association) and All India Reserve Bank Scheduled Caste/Tribe Federation filed applications to instruct the Reserve Bank of India to allow a reasonable number of representatives preferably five in number to be relieved as on duty for attending the proceedings before the Tribunal and to pay them Travelling Allowance as well as the Halting Allowance as per the rules of the Bank. In this connection it was pointed out that the Reserve Bank of India has given these facilities to the All India Reserve Bank of India Employees' Association, All India Reserve Bank Workers' Organisation and even to the All India Reserve Bank Karmachari Federation. It was said that the assistance of such representatives coming from different parts of the country and reflecting the views and opinion of the Units at the different localities was necessary to collect material and to assist the counsel appearing before the Tribunal. Thus the prayer for treating the attendance of different persons instructing the Counsel of the Unions as on duty and for payment of Travelling Allowance as well as Halting Allowance is made atonce on the footing that the work done by them is of importance in putting forward correctly the cases of different Unions and also on the footing that the Management extending these facilities to the three Units namely, the Association, the Organisation and the Karmachari Federation, should not deny these facilities to the other Unions who have the liberty to address the Tribunal. Mr. Gadkari on behalf of the Co-ordination Committee went to the extent of saying that the Reserve Bank of India is really practising discrimination when they grant such facilities to some Units and deny it to other Units although by the order of the Tribunal the other Units have the equal status of addressing the Tribunal.

The Reserve Bank of India opposed these applications. According to Mr. Sundaram, these applications are not maintainable in law. It is not disputed that the employees of the Bank who are the representatives of the three Units namely, the Association, the Organisation and the Karmachari Federation were being released in connection with the proceedings of the Tribunal and treated as on duty during that period and that

the out-station representatives were being paid Travelling Allowance as well as Halting Allowance admissible on duty; this is because it is said they are impleaded as parties to the proceedings. It is pointed out that the Association is a recognised Association of the Class III Employees' of the Bank. It was a party to the conciliation proceedings. The organisation was also a party to the conciliation proceedings. So far as the Karmachari Federation is concerned, it is said that it was a party to the earlier proceedings in arbitration. Mr. Sundaram contends that there is no provision of law under which the applications can be allowed, and the mere extension of certain facilities to other Associations which is in the discretion of the Bank, which discretion has been exercised, would not be a ground for extending the same facilities to other bodies simply because they have been impleaded as parties to the proceedings.

By my order dated 7th January, 1980, relating to the applications of other Unions desiring to address the Tribunal, I have concluded that the real parties to the dispute are the Bank on the one hand and Class III employees of the Bank on the other hand. Although the Association and the Organisation are served with the order of reference by the Central Government, others found to be useful in assisting the Tribunal in its deliberations should be allowed the audience and hence the present Applicants were given the liberty to do so. The question now arising for determination is whether the representatives of those Units attending the Court on various dates, should be provided with travelling expenses etc. at the cost of the Bank and whether the Tribunal should secure leave of absence for them. The Bank has found it suitable to extend such facilities to the three Units only, whereas it appears that similar requests from other Units who are permitted to address the Tribunal are disallowed. The provision in law in this respect has been questioned.

Mr. Gadkari arguing the case on behalf of the Co-ordination Committee relied upon Sub-section 7 of Section 11 of the Industrial Disputes Act, 1947, and also invited my attention to Sastri Award of the year 1953 as well as Desai Award of 1962. Paragraphs 628 and 629 of the Sastri Award are in Section II of Chapter XLI which deals with costs. A reading of paragraph 628 shows that during the inquiry, the Tribunal had passed orders regarding the payment of Travelling Allowance and Halting Allowance to the representatives of the workmen who attended the general hearing at Bombay. Paragraph 629 shows that, that order was confirmed while dealing with costs under Section 11(7) of the Industrial Disputes Act, 1947. Paragraph 24.1 of Desai Award comes under Chapter XXIV which deals with costs. A reading of the paragraph shows that applications were made by various workmen's organisations for payment of costs incurred by them in connection with the reference. Paragraph 24.2 shows that as a result of a suggestion made by the Tribunal, Banks had made certain arrangements without prejudice to their legal rights and a large number of representatives were paid Travelling Allowance for attending the proceedings of the Tribunal and Halting in Bombay in connection with the proceedings before the Tribunal.

Section 11 of the Industrial Disputes Act, 1947, provides for the procedure, powers and duties of the Tribunal. Sub-Section 7 relating to the costs is as follows :

(7) "Subject to any rules made under this Act, the costs of, and incidental to any proceedings before a Labour Court, Tribunal or National Tribunal shall be in the discretion of that Labour Court, Tribunal or National Tribunal as the case may be, shall have full power to determine by and to whom and to what extent and subject to what conditions, if any, such costs are to be paid, and to give all necessary directions for the purposes aforesaid and such costs may, on application made to the appropriate Government by the person entitled, be recovered by the Government in the same manner as an arrear of land revenue".

Obviously the Sub-section relates to the costs of and incidental to the proceedings. We are, however, concerned with passing an order pending the hearing which is in the nature of granting costs even before the conclusion of any stage of the proceeding and which is also in the nature of giving directions to grant leave of absence. It is no doubt true that the Sastri Tribunal passed such interim orders directing the Bank to pay the amount and to grant the requested facilities. As far as Desai Award is concerned the relief given to the workmen was more on persuasion than by an order in the nature of giving directions. The whole point has been discussed thread bare in the Supreme Court decision, Punjab National Bank Ltd., Vs. Industrial Tribunal, Delhi and Others 1957 (I) LLJ 455. The Management objected to the grant of any Travelling Allowance and Halting Allowance to the representatives of the Unions. The order passed by the Tribunal which was taken up to the Supreme Court purported to be under Sub-Section (7) of Section 11 of the Industrial Disputes Act. The Supreme Court has made the following observations at page 457 :

"On a plain reading of Sec. 11(7) of the Industrial Disputes Act, it is manifest that

(1) the expression 'costs of any proceeding' means costs of the entire proceeding as determined on its conclusion and not costs in a pending proceeding, nor costs to be incurred in future by party, and

(2) the expression 'costs incidental to any proceeding' similarly means costs of interlocutory applications, etc.—such costs as have been determined thereon at the conclusion of the hearing.

Neither of the two expressions has any reference to costs payable in advance or to be incurred in future by a party; far less do they refer to halting and travelling allowance to be incurred by a party while attending to the Court on his own behalf."

When the case was made regarding the existence of such a practice, that claim was also negatived saying, "we doubt if there was any such general or consistent practice nor do we think that such practice if any, is legally justified". In the further analysis five different grounds in substantiating the order have been considered and each of that ground is found not sustainable. The relevant passage at page 459 reads :

"The grounds on which the decision was based were these;

(1) the banks were well organized and their managements were in possession of resources;

(2) The adjudication by a labour Court or industrial tribunal was a compulsory adjudication in the interests of the public, and as disputes relating to banking companies, with establishments in more than one State, were referred to the tribunal by the Central Government the circumstances that various workmen residing in various States were compelled to submit to an adjudication by a central tribunal was sufficient to justify an order for the payment of their travelling and halting allowances;

(3) there was nothing in the Act to preclude the exercise of such power on the part of the Industrial Tribunal as was required to carry on the fundamental object of ensuring a proper hearing for the two parties to the disputes, and the weaker party, namely, the comparatively unorganised, numerous and scattered workmen employed in different branches, needed assistance to present their case;

(4) prior to the addition of sub-sec. (7) of S. 11 in 1950, various industrial tribunals used to pass similar orders and it was in recognition of the necessity of such orders that the statutory provision in the sub-section was made; and

(5) the principles of natural justice required that a real opportunity should be given to the workmen to present their case by asking the employer to pay for their expenses.

In our opinion not one of the aforesaid grounds is really sustainable either in law or on the principle of justice, equity and good conscience."

On the following page the Supreme Court concludes :

"It would appear from what we have stated above that there was no uniform or consistent practice in the matter, and we are further of the view that if there was any such practice, it was neither warranted by law nor by the principles of reason and justice."

In Rohtas Sugar Ltd. Vs. Mazdoor Seva Sangh 1960 (1) LLJ 567 the Supreme Court had occasion to consider the decision in Punjab National Bank on the point of Travelling Allowance and Halting Allowance. The view taken in that case has been affirmed. The relevant observations at page 569 are as follows :—

"As regards these orders the appellants contend that they run counter to the pronouncements of this Court in Punjab National Bank, Ltd. V. Ram Kanwar, Industrial Tribunal Delhi (1957—I L.L.J. 455). This contention, we are bound to say, is correct, whatever might have been said in support of the view taken by the Tribunals special leave to workmen attending proceedings of necessity, if the question was resintegra we are bound by the authority of Punjab National Bank case (Supra) to hold that no such allowances are payable and no such order granting leave may be made. The order of the Tribunals below allowing travelling allowances and halting allowance and special leave to workmen attending proceedings of necessity, must therefore be set aside."

In view of these weighty pronouncements I do not think the applicants would be entitled to an order directing the Reserve Bank of India to pay them Travelling Allowance and/or Halting Allowance.

It, is, rather strange that in spite of this legal position the Reserve Bank of India is extending the facilities to three of the Units whereas it has taken the stand of opposing giving the facilities to the other units. My attending in this connection was invited to the decision reported in 1976 (1) LLJ 460 "Hindustan Construction Company Ltd. Vs. G. K. Patankar and another", where the Supreme Court approved the decision of the High Court based on the principle of uniformity which serves to maintain industrial peace. The workers of the Hindustan Construction Company Ltd., working in branches outside the Head quarters were given ex-gratia payment over and above the payment of bonus. That was looked upon as an additional pay of bonus and the same was directed to be paid to the Head-quarters Staff also. The finding of the High Court that the order was justified on the principle of uniformity was upheld and the Supreme Court refused to interfere with it. It is therefore argued by Mr. Mehta that the Reserve Bank of India should not be allowed to practise disparity in treating the different units allowed audience by the Tribunal. The Reserve Bank of India in their reply have stated that the Association has been given the facilities because it is a recognised association and it was a party to the conciliation proceedings. The organisation is not a recognised body but facilities are given to them on the ground that it was a party to the conciliation proceedings. Karmachari Federation is neither a recognised body nor a party to the conciliation proceedings. And yet facilities are given to their representatives because it is said that in earlier arbitration the Federation was a party to the proceedings. Thus there is no consistent or common ground for giving facilities to the three units only. It is really curious that when the legal position was expounded by the Reserve Bank of India itself they should be persuaded to use their discretion in the manner stated in their reply. But I do not think, at this stage in the present reference I can give directions to the Reserve Bank of India to stop the discriminatory treatment. I feel the grievance in this connection amounts to an independent grievance which is not covered by the terms of reference. At the most the situation can be re-assessed at time of passing final orders.

Before closing I must refer to one of the statements contained in the application given by the Scheduled Castes/Tribes Federation. It is said that the Supervisors or the General Secretary of the Federation, were directed not to relieve him for attending the hearings. If any inconvenience is caused to him and if this is to be treated as causing harassment, I have asked Mr. Appa to make an independent application giving the details so that I can look to the say of the Bank also in this matter.

As far as the applications regarding directions to pay Travelling Allowance and Halting Allowance, the same are dismissed.

C. T. DIGHE,
PRESIDING OFFICER,
National Idustrial Tribunal, Bombay

APPENDIX 'E'

MEMORANDUM OF SETTLEMENT BETWEEN THE ALL INDIA RESERVE BANK EMPLOYEES' ASSOCIATION AND THE MANAGEMENT OF THE RESERVE BANK OF INDIA

SECTION 'A'

Whereas,

(1) The All-India Reserve Bank Employees' Association (hereinafter referred to as "the Association") submitted a Charter of Demands to the Reserve Bank of India (hereinafter referred to as "the Bank") under cover of their letter dated 18th July 1974;

(2) The Association represents an overwhelming majority of the workmen covered by this settlement and is recognised by the Bank as the representatives of trade union for the concerned workmen;

(3) Negotiations on the Association's Charter of Demands were held between the Bank and the Association from time to time when the Bank had also mentioned their points;

(4) The Chief Labour Commissioner (Central) initiated conciliation proceedings between the Bank and the Association on 13th January, 1978;

(5) The Bank under cover of their letter dated 23rd March, 1978 submitted their points to the Chief Labour Commissioner (Central);

(6) The Bank and the Association, in the presence of the Chief Labour Commissioner (Central), agreed on 6th May 1978 that the Charter of Demands of the Association would be

first and the independent settlement arrived at thereon should be immediately released for implementation and that the Bank's points would thereafter to be taken immediately for discussion independently;

(7) Further discussion/proceedings were held between the parties from time to time, the last of which on 8th June 1979, but no settlement could be arrived at;

(8) The Government of India, in the Ministry of Labour, had by a notification dated 16th June, 1979 referred certain disputes between the Bank and its workmen in Class III, specified in the Schedule annexed thereto, to a National Industrial Tribunal, with Shri C.T. Dighe as Presiding Officer, for adjudication;

(9) The Bank and the Association by an agreement signed on 4th August 1979 agreed to resume the talks on the Association's Charter of Demands with a view to arriving at an agreement expeditiously, keeping in view the perspective outlined by the Association and the Agreement dated 6th May, 1978;

(10) The Bank in its letter dated 4th August, 1979, addressed to the Association, placed on record that the agreement referred to in paragraph (9) above would be submitted to the National Industrial Tribunal for its approval;

(11) Talks between the Bank and the Association were resumed on 10th August 1979 and have resulted in the following settlement on the Charter of Demands of the Association;

IT IS THEREFORE AGREED BETWEEN THE PARTIES as under:—

1. The Bank and the Association hereby agree that the pay-scales, allowances and other conditions of service in respect of the categories of staff referred to in Section 'B' will hereafter be governed by the provisions set out therein.

2. This settlement will be applicable to the employees who were in the employment of the Bank as on 1st September, 1978 and who have been or may be employed thereafter.

3. The Bank has been advised that as the dispute between the Bank and its workmen employees in Class III has been referred to the adjudication of the National Industrial Tribunal, any settlement between the parties in respect of any of the matters covered by the said reference to adjudication has to be submitted to the Tribunal for making a consent Award. Without prejudice to its contention that the reference to adjudication is bad in law and without prejudice to the contentions raised by it before the Calcutta High Court in the writ petition filed by it challenging the reference to adjudication, the Association has agreed, with a view to facilitating the implementation of this settlement, that both parties will submit this Memorandum of Settlement on the issues agreed upon between the parties to the National Industrial Tribunal to make a consent Award in terms of this Settlement. It is also agreed between the parties that the provisions of this settlement shall become effective on the consent award of the said National Industrial Tribunal coming into force and the Settlement shall be released immediately for implementation.

4. In respect of the issues referred to the National Industrial Tribunal but not covered by this Settlement, the parties will, soon after release of the consent Award in respect of this Settlement for implementation, hold discussions with a view to arriving at a settlement thereon. In case no settlement is arrived at on the said outstanding issues within two months from the date of release of this Settlement for implementation, it is agreed that such of the issues in respect of which no settlement is arrived at, will be adjudicated by the National Industrial Tribunal.

5. This Settlement will be deemed to have come into force as from 1st September 1978 and will continue to be in operation for a period of four years from that date. Except as otherwise actually decided and/or under special circumstances, this is the final settlement of the economic and financial matters raised in the Charter of Demands of the Association.

Dated at Bombay this Twentyeighth day of September one thousand Nine Hundred and Seventy nine.

FOR THE ASSOCIATION	FOR THE MANAGEMENT
Sd/- T.K. Ghosh	Sd/- K.C. Banerjee
Sd/- S.R. Das	Sd/- D.N. Renjen
Sd/- Ashis Sen	Sd/- S.N. Bagai
Sd/- N.C. Das	Sd/- R.K. Chaudhury
Sd/- G.K. Bhardwaj	Sd/- S.B. Rane
Sd/- W.R. Varadarajan	
Sd/- R.S. Valanju	
Sd/- B.K. Sen	
WITNESSES	WITNESSES
Sd/- N.D. Deshmukh	Sd/- V.M. Divekar
Sd/- K.B. Surti	Sd/- S.C. Kakar
ALL INDIA RESERVE BANK EMPLOYEES' ASSOCIATION	RESERVE BANK OF INDIA CENTRAL OFFICE BOMBAY-1.

SECTION 'B'

PART I

GROUPS AND SCALES OF PAY

The grouping and the scales of pay of workmen employees of the Bank in Class III will be revised and modified as under)

GROUP I

Scale of Pay : 400-20-460-25-510-30-630-35-700-40-

1 3 2 4 2 2

780-45-825-50-875-55-930-60-990-65-1120 (20 years)

1 1 1 1 2

CATEGORIES:

1. Clerk Grade II
2. Clerk Grade I
3. Coin-Note Examiner Grade II
4. Coin-Note Examiner Grade I
5. Clerk/Coin-Note Examiner Grade II
6. Clerk/Coin-Note Examiner Grade I
7. Field Investigator
8. Typist
9. Typewriter Mechanic
10. Telex Operator
11. Punch Operator
12. Mechanic-cum-Operator
13. Comptometer Operator
14. Adrema Machine Operator
15. Burrough Machine Operator
16. Tabulator Operator
17. Sorter Operator
18. Fund Machine Operator
19. Telephone Operator
20. Assistant Air-Conditioning Plant Operator
21. Pharmacist

22. Hostel Supervisor
23. Electrician Grade II
24. Electrician-cum-Caretaker
25. Assistant Caretaker
26. Translator

GROUP II

Scale of Pay: Rs. 485–25–510–30–630–35–665–50–815–60
1 1 4 1 3 2
935–EB–65–1065–70–1275 (17 years)
2 3

CATEGORIES:

1. Catekater Grade II
2. Junior Draftsman
3. Overseer
4. Electrician Grade I
5. Air-Conditioning Plant & Electrical Supervisor

GROUP III

Scale of Pay : Rs. 505–30–565–35–635–40–715–45–760–50
1 2 2 2 1 2
860–55–970–EB–60–1090–65–1350–70
2 2 4 1
1420–75–1495 (20 years)
1

CATEGORY:

Stenographer

GROUP IV

Scale of Pay : Rs. 655–40–775–45–910–50–1160–60–1220–EB–
1 3 3 5 1
65–1350–70–1420–75–1495 (17 years)
2 1 1

CATEGORIES:

1. Economic Assistant
2. Statistical Assistant
3. Banking Assistant
4. Central Office Assistant
5. Language Assistant
6. Field Inspector
7. Senior Draftsman
8. Teller
9. Architectural Assistant
10. Library Assistant

Note: 1. Stenographers Grade II in the former Goup II and Stenographers Grade I in the former Group VII will be merged and shall be designated as Stenographers and placed in Group III subject to protection of the seniority of the existing Stenographers Grade I.

2. The existing Coin-Note Examiners Grade II/Coin-Note Examiners Grade I will, on promotion, as Tellers, have their pay fixed in the revised scale of Tellers in such a way that none of them shall draw pay less than Rs. 775.

3. The revised scales of pay have been arrived at by increasing the existing scales by about 90%.

PART II

STAGNATION INCREMENTS

All employees in Group I will be granted stagnation increments, subject to a maximum of two, each equivalent to the last increment in the scale of pay, for every five completed years of service after reaching maximum in the scale of pay and drawal of post-scale special pay, if any and to the extent admissible. The period of stagnation for this purpose will be reckoned from the date of reaching the maximum of the scale of pay in the Bipartite Settlement dated 7th October, 1970. In case of an employee who is eligible for stagnation increments, the first such increment will be granted effective from the date on which it falls due or from 1st September, 1978 whichever is later but the next increment will accrue to him on completion of five years of service as from the date the first increment falls due.

(Example: In case of an employee the benefit of the first increment falling due on 1st January, 1975 will be given to him with effect from 1st September, 1978 but the next such increment will be due to him with effect from 1st January 1980).

Note : Stagnation increment(s) shall not be taken into account for the purpose of fixation of pay in the higher grade.

PART III

1. Fitment of existing employees:

"Existing employees will mean those in the service of the Bank on or after 1st September, 1978 upto the date of this Settlement.

A. GROUP I

(a) Fitment in the revised scale of pay will be on stage to stage basis.

(b) The Personal Pay granted in terms of the Bipartite Settlement dated 7th October 1970 will be revised as follows and regulated as indicated therein in the case of the existing recipients thereof:

Existing Personal Pay	Revised Personal Pay
Rs.	Rs.
10	19
20	38
25	48
30	57
35	67

B. GROUP II

1. Junior Draftsmen, Overseers, Electricians Grade I

(a) Fitment in the revised scale of pay will be on stage to stage basis.

(b) Personal Pay of Rs. 10 granted in terms of the Bipartite Settlement dated 7th October 1970 will be revised to Rs. 19 and regulated as indicated therein.

(c) The personal pay of Rs. 20 and Rs. 35 granted in terms of the Bipartite Settlement dated 7th October, 1970 will be absorbed on the concerned employees being fitted in the 17th stage of the revised scale.

2. Caretakers Grade II

(a) For fitment in the revised scale of pay, the existing first stage of the Caretaker Grade II will be deemed to be the 5th stage of the revised scale, the second stage, the 6th and so on and the fitment will be on stage to stage basis.

(b) Personal Pay of Rs. 10 granted in terms of the Bipartite Settlement dated 7th October, 1970 will be revised and will be regulated as stated in B-1(b) above.

(c) Personal Pay of Rs. 35 granted in terms of the Bipartite Settlement dated 7th October, 1970 will be absorbed as stated in B-1(c) above.

3. Air-Conditioning Plant and Electrical Supervisors:

(a) Fitment will be on stage to stage basis subject to the following:

(i) The existing 1st stage will be deemed to be the 7th stage in the revised scale, the 2nd stage the 8th and 3rd stage the 9th and the 4th stage the 10th.

(ii) The existing 5th stage will be deemed to be the 10th stage in the revised scale and the existing employee will be granted a Personal Pay of Rs. 19 per month.

(iii) The existing 6th stage will be deemed to be the 11th stage in the revised scale, the 7th stage the 12th and the 8th stage the 13th.

(iv) The existing 9th stage will be deemed to be the 13th stage in the revised scale and the existing employee will be granted a Personal Pay of Rs. 19 per month.

(v) The existing 10th stage will be deemed to be the 14th in the revised scale, the 11th stage the 15th, the 12th stage the 16th and the 13th stage the 17th.

(vi) The Personal Pay granted to the existing employees as aforesaid will be drawn by them till they reach the last stage in the scale of pay (it being merged with the increment raising the grade pay from Rs. 1205 to Rs. 1275) or till they are promoted to a higher grade, whichever event shall first happen.

(b) Personal pay of Rs. 10 granted in terms of the Bipartite Settlement dated 7th October, 1970 will be revised to Rs. 19 and will be regulated as in (a) (vi) above.

C. GROUP III

1. Existing Stenographers Grade II:

(a) Fitment will be on stage to stage basis.

(b) Personal Pay of Rs. 30 granted in terms of the Bipartite Settlement dated 7th October 1970 will be revised to Rs. 57 and will be drawn by the concerned employees till they reach the last stage in the scale of pay (it being absorbed in the increment raising the grade pay from Rs. 1420 to Rs. 1495) or till they are promoted to a higher grade, whichever event shall first happen.

2. Existing Stenographers Grade I :

(a) Fitment will be on the stage basis subject to the following:

(i) The existing 1st stage of a Stenographer Grade I will be deemed to be the 8th stage in the revised scale, the 2nd stage 9th and so on and the 6th stage will be deemed to be the 13th stage in the revised scale.

(ii) The existing 7th stage will be deemed to be the 13th stage in the revised scale and the existing employee will be granted a Personal pay of Rs. 19 per month which will be drawn by him till he reaches the last stage in the scale of pay (it being merged with the increment raising the grade pay from Rs. 1420 to Rs. 1495) or till he is promoted to a higher grade, whichever event shall first happen.

(iii) The existing 8th stage will be deemed to be the 14th stage in the revised scale, the 9th stage the 15th, the 10th stage the 16th and so on and the 14th stage the 20th.

D. GROUP IV

1. Tellers:

Fitment will be on stage to stage basis subject to the condition that the existing 1st stage of a Teller will be deemed to be the 4th stage in the revised scale, the 2nd stage the 5th and so on and the 14th stage the 17th stage.

2. Assistants etc.:

(a) Fitment will be on stage to stage basis subject to the following:

(i) Stages 1 to 17th of the existing scale will correspond respectively to the stages 1 to 17 of the revised scale.

(ii) The 18th stage of the existing scale will correspond to the 17th stage of the revised scale.

(iii) Personal Pay of Rs. 30 granted in terms of the Bipartite Settlement dated 7th October, 1970 will be revised to Rs. 57.

II. Fitment of Employees who join service on or after the date of this settlement.

Employees who join service after the date of this Settlement will be fitted in the appropriate revised scales of pay as though the revised scales were in force at the time of their appointment.

PART IV

SPECIAL PAY

Categories of Staff	Quantum of Special pay (per mensem)	Remarks
1. Clerk Gr. I Coin-Note Examiner Gr. I Clerk/Coin-Note Examiner Grade I	Rs. 50	
2. Clerk Grade II Coin-Note Examiner Gr. II Clerk/Coin-Note Examiner Grade II	Rs. 50	On completion of 9 years of service if the special pay admissible to Clerks Gr. I/Coin-Note Examiners Gr. I/ Clerk/Coin-Note Examiners Gr. I is not sanctioned earlier.
3. Field Investigator/ Telephone Operator/ Asstt. Air-conditioning Plant Operator Pharmacist Electrician Gr. II Electrician-cum-Caretaker Assistant Caretaker	Rs. 50	On completion of 9 years of service.
4. Typist Typewriter Mechanic	Rs. 29 Rs. 79 (in all)	-do-
5. Hindi-cum-English Typist Punch Operator Mechanic-cum-Operator Translator	Rs. 48 Rs. 98 (in all)	-do-
6. Comptometer Operator Adrema Machine Operator Burrough Machine Operator	Rs. 57 Rs. 107 (in all)	-do-
7. Telex Operator	Rs. 76 Rs. 126 (in all)	-do-

8. Sorter Operator / Fund Machine Operator	— Rs. 95 / — Rs. 145	(in all)	On completion of 9 years of service.
9. Tabulator Operator	— Rs. 115 / — Rs. 165	(in all)	-do-
10. Hostel Supervisor	— Rs. 75	(As allowance which will not count as pay).	
11. Clerk in Telegram Section, Bombay	Rs. 95	(in lieu of Overtime allowance)	
12. Overseers (at Construction/Project Site).	Rs. 75	(Project Allowance which will not count as pay).	

PART V

ADVANCE INCREMENTS/HONORARIUM/ SPECIAL PAY

A. Advance Increments:

2. An employee in any of the Group will be given advance increment(s) as follows:—

1. Graduate or holders of National Diploma in Commerce or any other Diploma recognised by the Government of India as equivalent to graduation	.. Two increments in the scale pf pay.
2. Part I of CAIIB/CAIB	.. One increment in the scale of pay
3. Part II of CAIIB/CAIB	.. Two increments in the scale of pay.

Note: 1. An employee who is a promoted from Group I to other Groups will be entitled to draw the advance increment(s) as above provided he has not received the benefit of increment(s) in Group I for the particular qualification.

2. Special Provision for Pharmacist:

A Pharmacist in Group I will be given one advance increment for D. Pharma qualification from 1st September, 1978 or from the date of acquiring the qualification whichever is later.

3. Special Provision for Assistant Air-Conditioning Plant Operator, Electrician Grade II, Electrician-cum-Caretaker (Group I) & Junior Draftsman, Overseer, Electrician Grade I, Air-Conditioning Plant and Electrical Supervisor (Group II).

(a) An employee in any of the above categories will be given advance increment(s) as follows:

Part A—AMIE One increment in the scale of pay.

Part B—AMIE Two increments in the scale of pay.

(b) An employee in the above categories who has already received the benefit of advance increment for passing AMIE as equivalent to graduation will have his advance increments regularised as at (a) above by grant of one additional increment.

B. Honorarium:

1. At the option of an employee, honorarium as under will be paid in lieu of the advance increments at 'A' above; the option once exercised will be final.

1. Part I of CAIIB/CAIB	Rs. 350
2. Part II of CAIIB/CAIB	Rs. 650

2. An employee will be paid honorarium as under for passing the following examinations of Indian Institute of Bankers:

Diploma in Co-operation	Rs. 200
Diploma in Industrial Finance	Rs. 200

C. Special Pay :

1. Employees in Group I

(a) After reaching the maximum of the revised scale, as and from 1st September, 1978, an employee will be eligible to draw special pay as under:—

Rs. 23 after 1 year
Rs. 46 after 2 years
Rs. 69 after 3 years
Rs. 92 after 4 years
Rs. 115 after 5 years

(b) Special pay as above is subject to the following imits—

Rs. 46 for graduation
Rs. 23 for Part I of CAIIB/CAIB
Rs. 69 for Part II of CAIIB/CAIB
Rs. 69 for graduation and Part I of CAIIB/CAIB
Rs. 115 for graduation and Part II of CAIIB/CAIB

Note: Graduation will include National Diploma in Commerce/Diploma(s) recognised by Government of India as equivalent to graduation.

(c) Special provision for Assistant Air-conditioning Plant Operator, Electrician Grade II, Electrician-cum-Caretaker (Group I).

After reaching the maximum of the revised scale as and from 1st September, 1978, an employee will be eligible to draw special pay as under at (a) above.

Rs. 23 for Part A of AMIE
Rs. 69 for Part B of AMIE

(d) Existing employees having post-scale special pay in terms of similar provision in the settlement dated 7th October, 1970 shall have their special pay refixed as at (a) above.

2. Employees in Groups other than Group I

(a) After reaching the maximum of the revised scale as and from 1st September, 1978, an employee will be eligible to draw special pay as under:

Rs. 25	for graduation/National Diploma in Commerce/Diploma(s) recognised by Government of India as equivalent to graduation.
Rs. 12	for Part I of CAIIB/CAIB
Rs. 25	for Part II of CAIIB/CAIB

(b) Special provision for Junior Draftsman, Overseer, Electrician Grade I, Air-Conditioning Plant and Electrical Supervisor (Group II).

After reaching the maximum of the revised scale as and from 1st September 1978, an employee will be eligible to draw special pay as under:

Rs. 12/- for Part A of AMIE
Rs. 25/- for Part B of AMIE

(c) Existing employees who are drawing special pay will have the same converted into advance increment(s) subject to the following:

Two increments:	For graduation/National Diploma in Commerce/Diploma(s) recognised by Government of India as equivalent to graduation in lieu of present special pay of Rs. 13

One increment: For Part I CAIIB/CAIB in lieu of present special pay of Rs. 13.

Two increments: For Part II CAIIB/CAIB in lieu of present special pay of Rs. 13

After reaching the maximum of the revised scale such employees will draw special pay as at (a) above.

(d) Any employee drawing a higher special pay in terms of Note (a) to Part IV(B) of the Bipartite Settlement dated 7th October 1970 will have his special pay revised as follows:

Existing Pay	Revised Pay
Rs. 15	Rs. 29
Rs. 20	Rs. 38
Rs. 25	Rs. 48

3. Special Provision for Stenographer Grade II

A Stenographer Grade II in the existing Group II who is drawing post-scale special pay shall, after being fitted in the 17th stage of the revised Group III, will have his special pay revised as at 1(a) and (b) above. The special pay drawn by him will, however, be absorbed against subsequent increment/s drawn by him.

After reaching the maximum of the revised scale such employee will draw special pay as at 2(a) above.

PART VI

DEARNESS ALLOWANCE

The provisions as detailed in Part V of the Settlement dated 7th October, 1970 will continue to operate subject to the modifications indicated below :

The rates of the Dearness Allowance for every slab of 4 points beyond 200 points of Consumer Price Index shall be as follows:

Pay	Upto 31st August 1980	From 1st September 1980 onwards*
Upto Rs. 1000	@1.5%	@1.58%
Rs. 1000 –1099	Rs. 15.00	Rs. 15.80
Rs. 1100 –1199	Rs. 16.50	Rs. 17.40
Rs. 1200 –1299	Rs. 18.00	Rs. 18.95
Rs. 1300—1399	Rs. 19.50	Rs. 20.55
Rs. 1400—1499	Rs. 21.00	Rs. 22.15
Rs. 1500—1599	Rs. 22.50	Rs. 23.70
Rs. 1600 and above	Rs. 24.00	Rs. 25.30

Notwithstanding the above, an existing employee who, as on the date of this Settlement, is drawing pay exceeding Rs. 1000 per mensem shall be paid by way of compensatory allowance the difference between the Dearness Allowance as admissible at the rate of 1.5% of pay at the Index point at 340 and Dearness Allowance as calculated on the above basis. This compensatory allowance will be treated as Dearness Allowance for the purpose of calculation of overtime allowance. So long as such employee remains as workman in Class III, such compensatory allowance shall not be absorbed in any subsequent increase in Dearness Allowance. For the purpose of this clause, the term "existing employee" shall mean an employee who was in the service of the Bank as on the 1st September, 1978.

* To be recalculated from Index point 201 but without payment of arrears for the period upto 31-8-1980.

PART VII

FAMILY ALLOWANCE

Family allowance will be paid to all the full-time employees on completion of 5 years of service including continuous temporary service, at the rate of 5% of pay till the pay reaches Rs. 940/- and thereafter at the rate of 6¼%. However, the existing employees who are at present drawing family allowance on per child basis will hereafter be paid family allowance on the above basis subject to the conditions that the existing amount of family allowance drawn by them as on 1-9-78 will stand protected.

In respect of Ex-servicemen in the service of the Bank, the decision that the Bank may, in consultation with Government of India, take with regard to the basis of their entitlement to family allowance will be implemented with effect from 1-9-78.

PART VIII

HOUSE RENT ALLOWANCE

(a) Higher Rent Centres — 12½% of pay with a minimum of Rs. 60 p.m. and a maximum of Rs. 150/- p.m.

(b) Lower Rent Centres — 7½% of pay with a minimum of Rs. 50/- and a maximum of Rs. 90/- p.m.

Lucknow, Nagpur and Pune will be treated as Higher Rent Centres besides Ahmedabad, Bangalore, Bombay, Calcutta, Hyderabad, Kanpur, Madras and New Delhi.

PART IX

1. OFFICIATING PAY

The existing provision in terms of which employees officiating in the higher posts for ten days or more continuously (including intervening Sundays and holidays and authorised casual leave) shall be entitled to pay in the higher grade will continue. However, employees officiating in higher posts in Cash Department will be entitled to pay in the higher grade for the actual number of days of such officiation without application of the above provision where the period of officiation is less than ten days; payment in this regard due to the concerned employees being effected once in a quarter.

2. Halting Allowance:

The rate of halting allowance will be revised as follows:
Normal Rate:
Rs. 18/- per diem
Enhanced rate for halt at Places listed under :
Category 'A'
Rs. 23/- per diem.
Enhanced rate for halt at places listed under:
Category 'B'
Rs. 27/-per diem.
Category 'A'

(a) Capitals of States.

(b) Hill Stations approved by the Bank viz.

1. Almora	8. Kodaikanal
2. Coonoor	9. Kullu
3. Darjeeling	10. Kurseong
4. Dalhousie	11. Kalimpong
5. Gulmarg	12. Lonavala
6. Gudalur	13. Mahabaleshwar
7. Kalpa	14. Manali

15. Mount Abu
16. Munnar
17. Mussoorie
18. Naini Tal
19. Ootacamund
20. Pahalgam
21. Panchmarhi
22. Peermade
23. Ranikhet
24. Simla.

(c) All places not included in (a) and (b) above which have a population of 3 lakhs or more.

(d) Places in Nagaland viz. Kohima, Mokokchung, Tuensang, Dimapur, Wokha, Mon and Zunheboto.

(e) Gauhati.

(f) Project Areas:

Bhilai, Bokaro, Rourkella, Durgapur, Jamshedpur, Nangal Township, Talwara, Khetri, Nagarjunasagar, Neyveli, Mandi, Kalagarh, Sundernagar, Ranchi, Burpur, Kulamavu, Rawat Bhata, Idukki, Koraput.

Category 'B'

Places in Arunachal Pradesh (formerly NEFA area) beyond Inner Line viz. Khonsa, Tezu, Ziro, Along, Bomdila, Pasighat, Daporijo, Amini and Tawang.

The Bank will review whether any other place/s need to be included under Category 'A' or 'B' .

3. Field Staff—Travelling Allowance

The fixed Travelling Allowance for the Field Staff will be revised as follows :

Field Investigators	Rs. 205/- p.m.
Field Inspectors	Rs. 255/- p.m.

4. Confirmation of Temporary employees

Temporary employees will be confirmed in the Bank's service on completion of two years of service subject to the Bank's existing rules, even if no permanent posts are available. Earlier confirmation may be effected against available permanent posts wherever possible.

5. Leave

The existing leave rules will continue subject to the following improvements :

(a) The limit for grant of special casual leave for the purpose of sports will be raised from 30 days to 45 days in any one calendar year.

(b) In the case of an employee dying in harness, the leave salary admissible in respect of the ordinary leave standing to his credit will be paid to his nominee/hairs, the leave salary for this purpose being calculated only on the last pay drawn while on duty.

(c) An employee will be eligible for special leave/commutation of sick leave on completion of three years of service including temporary service.

6. PROMOTIONAL AVENUES

(a) The presently sanctioned posts of assistant to Tellers at the public counters which are in the grade of Coin/Note Examiners Gr. II will be upgraded to Coin/Note Examiners Gr. I, the duties attached to the posts remaining unchanged. On days of half yearly and yearly closing of accounts, when the counters will remain closed, these and other Coin/Note Examiners Grade I who will not have to perform duties as on other days will perform coin/note examination work or any other work of the Cash Department that may be assigned to them; the Group Supervisors' work will continue to be performed by Coin/Note Examiners Grade .I.

(b) The presently sanctioned posts of assistants to Deputy Treasurers will also be similarly upgraded to Coin/Note Examiners Grade I, the duties attaching to the posts remaining unchanged.

(c) Twenty eight posts of Tellers will be created in lieu of the posts of Coin/Note Examiners Grade I entrusted with station duty, postal duty, etc.

(d) The posts of Tellers assisting the Treasurers will be upgraded to that of Assistant Treasurers. Such Assistant Treasurer will perform all the duties of the Tellers who are at present assisting the Treasurers.

(e) With a view to providing necessary relief to the present Assistant Treasurers and improving the security arrangements in the Cash Department 28 additional regular long-term posts of Assistant Treasurers will be created on an ad hoc basis. This is in adjustment of the 14 posts of Assistant Treasurers presently sanctioned on a purely short-term basis.

(f) The Bank is engaged in a detailed study of the etire question of currency management. In the course of this study, the proposals of the Association in respect of creation/upgradation of various other categories of posts will be considered in consultation with the Association. The Bank expects to complete this study in the course of four months or soon thereafter.

(g) The position regarding promotional avenues for Typists Comptists and other non-clerical categories will be reviewed after the implementation of this Settlement.

7. Age Of Retirment

It has been agreed that the age of retirement of Class III employees will be brought in line with the banking industry in accordance with the decision of the Central Government.

(a) Pending Government's decision on the issue, the employees who attain the age of 58 years on or after 15th September 1979, and are on duty as on the date of this settlement, will continue in service for a period of three months from 15th September 1979 and for such further extended period as may be decided on review on the expiry of two months from 15th September 1979.

(b) An employee who is on leave preparatory to retirement on the 15th September 1979, and whose leave is due to expire within three months from 15th September 1979 will not be retired and allowed to continue in service by grant of extraordinary leave without pay and allowances, counting for increment, for a period of three months from 15th September 1979 and for such further extended period as may be decided on review on the expiry of two months from 15th September 1979.

8. (a) PROVIDENT FUND

There will be no change in the existing rules. However, those employees who are contributing additional subscriptions to the Provident Fund under the Reserve Bank of India Employees' Provident Fund (Additional Subscriptions) Regulations, 1950 may, if they so desire, modify the earlier instructions given by them in such manner as they deem fit, including modifying the rate of additional subscriptions with retrospective effect as from 1st September 1978.

8 (b) Gratuity

1. The existing rules will be modified as under :

(a) Normal Gratuity :

An employee who has put in 30 years of service will be entitled to 20 months' pay with a maximum of Rs. 30,000/- as against the present entitlement of 15 months' pay subject to a maximum

of Rs. 25,000/- subject to the condition that the employee concerned will be required to bear the tax liability on the additional amount of Gratuity payable on the revised basis.

(b) Compassionate Gratuity :

The existing Scheme for payment of Compassionate Gratuity will be continued subject to the following modifications, namely :—

One month's pay (at the rate drawn by the deceased at the time of death) will be paid for every completed year of service subject to a minimum of two months' pay and allowances and a maximum of Rs. 5,000/-.

(c) Pension

It is agreed that a Study Group will be set up by the Bank within one month from the date of this settlement to examine in depth the feasibility of introduction of a pension scheme for the employees of the Bank. The study Group will inte ralia include a representative each of the recognised organisations of differnt classes of employees. The Study is expected to be Completed expeditiously within six months from the date of its appointment or as early as possible thereafter.

9. Leave Fare Concession

The existing scheme of Leave Fare Concession will continue subject to the following :—

1. The eligible distance-limit for visit to a place other than place of domicile will be raised from 1208 kms to 1500 kms. each way.
2. An employee who has opted to avail of the concessions once in three years or two years, as the case may be, will be given an opportunity to change his option. Such change in option will be exercised only after the expiry of the current set and option once exercised will be final.
3. An employee will be allowed to carry over the unutilised set upto one year, for self/family/dependent parents independently of each other.
4. Travel to separate destinations by an employee, the members of his family and/or dependent parents will be admissible and it will not be necessary for all of them to go to the same destination.
5. The minimum period of leave for availing of the concession will be reduced from 15 days to 10 days.
6. An employee will be paid an advance equivalent to 15 days' total emoluments exclusive of Bank's contribution to Provident Fund to meet incidental expenses, which will be recoverable in 10 instalments with interest at the rate of 3% per annum. The advance will be granted once during the currency of a set.

7. Fares, if otherwise admissible, for travel by taxi/bus will continue to be reimbursed subject to the following :

(a) Journeys performed intra/inter-State, in a tax owned by the India Tourism Development Corporation or any other State Government agency or any agency like Taximen's Association/Union authorised by Government will be eligible for reimbursement of fares against proper receipt/ticket.

(b) Journeys performed intra/inter-State, in a taxi owned by private bodies/individuals will also be eligible for reimbursement of fares as at (a) above subject to production of proper receipt/ticket and acceptable evidence of having visited the place(s).

(c) Journeys performed by availaing of a conducted tour organised/arranged/sponsored by a Government agency will be eligible for reimbursement of the rail/bus fare aginst proper receipt/ticket.

(d) In respect of conducted tours organised/arranged sponsored by private bodies/individuals, fares will be payable as at (c) above subject to production of proper receipt/ticket and acceptable evidence for having visited the place(s).

Notes :

(i) The receipt/ticket referred to in (a) and (c) above will be serially numbered receipt/ticket indicating the names of passenger(s), distances and fare per seat/passenger and the receipt referred to in (b) and (d) will be any other receipt indicating the above details and also the vehicle number and name and address of the person giving the receipt.

(ii) For this purpose acceptable evidence in support of a visit to a particular place will be such as hotel bills/ tourist bunglow receipts, etc. or any other satisfactory evidence.

10. MEDICAL AID

The present pattern of extension of medical facilities to employees/families will hereafter be improved upon as follows :—

(a) Quantum of annual limits under the existing Private Treatment Scheme will be raised from Rs.50/-to Rs.100/- and from Rs.100/- to Rs.250/-.

(b) Wholly dependent parents of employees, who have opted for Bank's dispensary facilities under the Private Treatment Scheme, will be eligible for such dispensary facilities including issue of credit slips.

(c) The existing provisions relating to maternity expenses will continue to be operative except that the ceiling on reimbursement of expenses incurred in a Private Nursing Home or at the residence would be raised from Rs.90/ to Rs.150/-. The additional amount of Rs.50/-for caeserian section will continue. It will be open to the employees to have the confinement done/take maternity treatment in the lowest paying bed ward at centres where the hospital authorities consider general ward as exclusively free bed ward.

(d) Cost of vitamins etc. when prescribed for curative purposes only will be reimbursed for short periods as may be recommended by the BMO.

(e) For treatment outside headquarters the employees themselves and the family members in respect of whom the employees have opted for the dispensary facilities under the Private Treatment Scheme will be entitled to receive the usual medical treatment from the Bank's dispensary, if any, at that centre or OPD treatment in a Govt./Municipal Hospital. (Existing facilities in respect of employees on remittance duty would continue). For indoor treatment, if necessary, at outside headquarters, the usual hospitalisation facilities as applicable to workmen staff in class III and their families would be admissible as if at the headquarters for reimbursement. Medical facilities at outstations as above will be available to the employees and their families on tour/leave, etc. outside headquarters for temporary periods, say, not exceeding 3 months. Specific permission should be obtained from the Bank for undergoing indoor treatment outside quarters in all other cases due to special circumstances.

(f) Hospitalisation expenses will be reimbursed subject to the following :—

(1) Charges levied for the General/lowest paying wards in Government/Municipal Hospitals will be reimbursed in full;

(2) Charges levied by the Government/Municipal Hospitals on the basis on income of the employee will also be reimbursed in full;

(3) In cases of urgency/emergency, reimbursement will also be made in full for the next higher ward, if any, in Government/Municipal Hospital, where the hospital authorities certify that no accommodation in the lower ward is available;

(4) Charges levied by Trust Hospitals approved by the Bank will be reimbursed subject to such limits as may be fixed by the Bank from time to time. In fixing such rates, the prevalent charges in Government/Municipal Hospitals will be the main basis while the rates in selected public/trust hospitals will also be taken into account; and

(5) The schedule of rates for reimbursement of charges for pathological/radiological etc. tests will be reviewed by the Bank for upward revision wherever necessary.

(g) Arrangements will be made to appoint Lady BMOs at the Main Office Dispensaries at Bombay, Calcutta, New Delhi and Madras to start with. Such Lady Doctors would attend to female staff of the Bank.

11. Amenities

(a) Keeping in view the Association's proposal for enhancement of the quantum of subsidy to the employees' canteens at varlous centres, so as to cover a portion of the expenditure on purchase of raw materials and a higher percentage of the expenses of establishment and fuel, the Bank will review the position for appropriate enhancement of subsidy. The Bank will take up the reviews including review of the organisational set up of the various canteens office-wise on receipt of and in the light of the report of the Committee set up by it in this connection.

(b) The annual grants to sports clubs will be considered for enhancement on the basis of a fresh review of the position in respect of each club/office. The Bank will inter alia take into account such aspects as the Club's activities, its membership position and mobilisation of itw own resources in this regard. The Bank will also take steps to encourage talented sportsmen to the extent possible and promote Inter-offices sports meets with the help of various Sports Clubs, etc.

(c) The Bank will extend financial or such other assistance, as may be considered appropriate, to schemes for promotion of welfare activities such as (a) assistance to brilliant/handicapped children of employees in their pursuit of higher studies/acquisition of skills, (b) grant of assistance to employees suffering from diseases like cancer, TB etc., (c) assistance to employees who get disabled due to accidents, (d) cultural/recreational activities by employees.

PART X

DATE OF EFFECT

(1) Subject to the provisions of Clause (2) of this Part, this Agreement comes into force from the 28th September, 1979 and will continue to be in force till the 31st August, 1982.

(2) This Agreement will be deemed to have come into force from 1st September, 1978 in so far as it relates to :—

(a) Pay and fitment as provided in Parts I to IV;
(b) Advance Increments/Honorarium/Special Pay—Part V;
(c) Dearness Allowance—Part VI;
(d) Family Allowance—Part VII;
(e) House Rent Allowance—Part VIII;
(f) Officiating Pay—Part IX(1);
(g) Provident Fund and Gratuity—Part IX(8)(a) and 8(b);

Dated this Twentyeighth day of September

One thousand nine hundred and seventy nine at Bombay.

FOR THE ASSOCIATION	FOR THE MANAGEMENT
Sd/-T.K. Ghosh	Sd/-K.C. Banerjee
Sd/-S.R. Das	Sd/- D.N. Renjen
Sd/- Ashis Sen	Sd/- S.N. Bagai.
Sd/- N.C. Das	Sd/- R.K. Chaudhary
Sd/- G.K. Bharadwaj	Sd/- S.B. Rane
Sd/- W.R. Varadarajan	
Sd/- R.S. Valanju	
Sd/- B.K. Sen	
ALL INDIA RESERVE BANK EMPLOYEES' ASSOCIATION	RESERVE BANK OF INDIA CENTRAL OFFICE BOMBAY-1.

WITNESSES

Sd/- N.D. Deshmukh	Sd/- V.M. Divekar
Sd/- K.B. Surti	Sd/- S.C. Kakar

Supplemental Agreement between the All India Reserve Bank Employees' Association and the Management of the Reserve Bank of India

WHEREAS

(1) By an agreement dated 28th September, 1979 between the Reserve Bank of India (hereinafter referred to as "the Bank") and the All India Reserve Bank Employees' Association (hereinafter referred to as "the Association") it was agreed that notwithstanding the provisions of paragraph 4 of the Memorandum of Settlement dated 28th September, 1979 between them, the parties will commence negotiations on items other than the Bank's points referred to the National Industrial Tribunal but which are not covered by the said Memorandum of Settlement.

(2) Pursuant to this agreement, negotiations were held between the Bank and the Association from 17th to 20th November, 1979 and the parties have come to an agreement in respect of matters covered by items Nos.10, 23, 24 and 27 of the terms of reference to the National Industrial Tribunal, Bombay (Ref. No. NIT 1 of 1979)

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS UNDER :

1. Shift Allowance :

Employees who work in the Machine Section in the evening shift (present timings being from 2.30 P.M. to 9.00 P.M.) will be granted compensatory allowance at the rate of Rs.75.00 per mensem so long as they are attached to the said shift.

2. Housing Loan :

The existing basis for grant of housing loans on the basis of 60 times of pay will continue. The minimum limit of housing loan will be reviewed by the Bank in consultation with the Association.

3. Festival Advance :

The quantum of Festival Advance will be increased to a lump sum of Rs.600/- recoverable in 10 equal monthly instalments.

4. Marriage Advance :

The Provident Fund Regulations already provide for grant of advance/withdrawal for such purpose.

5. Guarantee Fund :

It is agreed by the parties to have a mutual review of the system of guarantee fund for increasing the present limits for coverage.

6. Grievance Procedure :

The Bank has already forwarded to the Association its points on the grievance procedure, a copy whereof is hereto annexed. It is agreed that the matter will be further discussed between the parties.

7. This agreement will be deemed to have come into force from 1st September, 1978 insofar as it relates to paragraph 1 hereof and from 28th September, 1979 in respect of other paragraphs. This agreement will continue to be in force till the 31st August, 1982.

FOR THE ASSOCIATION	FOR THE MANAGEMENT
Sd/-	Sd/-
Sd/-	Sd/-
WITNESSES	
Sd/-	Sd/-
Sd/-	Sd/-

Supplemental agreement between the All India Reserve Bank Employees' Association and the Management of the Reserve Bank of India

WHEREAS

(1) The Reserve Bank of India, hereinafter referred to as "the Bank", and the All India Reserve Bank Employees' Association, hereinafter referred to as "the Association", have entered into a settlement dated 28th September, 1979, a copy whereof was filed in the National Industrial Tribunal, Bombay on 21st November, 1979.

(2) The representatives of the Association and of the Management of the Bank had further discussions on certain provisions of the said Settlement would be further modified as set out below.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS UNDER :

Section B of the Settlement dated 28th September, 1979 between the All India Reserve Bank Employees' Association and the Management of the Reserve Bank of India in respect of certain items of Charter of Demands of the Association, shall be modified as under :

1. Part I : The revised scales of pay for employees in Group III shall be as under :

Rs. 505-30-565-35-635-40-715-45-760-50-860-55-970-60-1090-

1 2 2 2 1 2 2 2

65-1220-EB-65-1350-70-1420-75-1495 (20 years)

2 2 1

2. Part II : Personal Pay :

All employees in Group II who reach the maximum on the revised scale as on 1st January 1980 or after that date shall be granted a Personal Pay of Rs. 25/-p.m.

3. Part IV :—Special Allowance (Item 10) :

Hostel Supervisors shall be granted Special Allowance of Rs.150/-p.m. and not Rs.75/-p.m.

4. Part VI :—Compensatory Allowance :

If a junior employee on reaching the maximum of a scale draws as compensatory allowance the quantum of which is more than the quantum of compensatory allowance drawn by senior employee at the maximum in the same grade, the difference in compensatory allowance will be paid to the senior employee as Special Personal Allowance so long as he remains in that grade. Such Special Personal Allowance shall be absorbed against accretion to his total emoluments on his appointment to officiate in a higher grade.

5. Part VII : Family Allowance :

All employees who are drawing Family Allowance on per-child basis at present will have the option to continue to draw Family Allowance on per-child basis, the quantum being increased from Rs.10/-per child to Rs.25/-per child with a maximum of Rs.75/- per month subject to the other terms and conditions for drawal of Family Allowance under the scheme remaining unchanged.

6. Part IX : Halting Allowance : Item (2)

The revised rates of Halting Allowance shall be as under :

Normal rate	Rs.20/-per diem
Enhanced rate for Category 'A' areas	Rs.25/-per diem
Enhanced rate for Category 'B' areas	Rs.27/-per diem

7. Part IX—Leave Fare Concession—Item (9)

All employees will be allowed to avail of leave fare concession for travel to a place other than the place of domicile every two years upto a maximum distance limit of 1000 Kms. by First Class each way, provided that the train journey involves travel at night (i.e. journey of more than 6 hours duration between 7 p.m. on one day and 7 a.m. on the next day).

8. Part IX—Medical Aid—Item (10)

(a) The upward revision of the quantum of annual limit under the existing private treatment scheme as provided in Clause (a) of item (10) shall come into effect from 1st September, 1978 instead of 29th September, 1979 as provided Clause 1 of Part X of the said Settlement.

(b) The caesarian charges, vide Clause (c) of item 10 will be increased from Rs. 50/- to Rs.75/- with effect from 1st September, 1978.

9. Part-time employees :

Part-time employees whose hours of work exceed 13 hours per week shall be paid wages in relation to their working hours as under :—

Weekly hours of work	Wages
More than 13 hours to 19 hours	One half of the scale wages with proportionate annual increment
More than 19 hours to 29 hours	Three-fourth of the scale wages with proportionate annual increment.
Beyond 29 hours	Full scale wages.

NOTE : For the above purpose scale wages shall mean basic pay, special pay, stagnation increment(s), if any, dearness allowance, house rent allowance, family allowance etc. payable under the said Settlement to full-time workmen employee of the same category.

In addition, such part-time employees will have the following facilities :

(a) Medical aid to the extent of Rs. 250/- per annum with no dispensary facilities in respect of their family.

(b) Proportionate leave fare concession facilities with reference to their hours of work in terms of distance and fares in all cases including visit to their place of domicile.

(c) Leave facilities on par with whole-time temporary employees.

(d) Provident Fund benefits under the Reserve Bank of India Employees' Provident Fund Regulations, subject to modification of the Regulation and in accordance with the other provisions of the said Regulations.

DATED AT BOMBAY THIS TWELFTH DAY OF MARCH ONE THOUSAND NINE HUNDRED AND EIGHTY.

For All India Reserve Bank Employees' Association

Sd/-
Sd/-

For Reserve Bank of India

Sd/-
Sd/-

ANNEXURE A

GRIEVANCE PROCEDURE (DRAFT)

The following procedure has been evolved for settlement of grievances of the various categories of the Award Staff in the Bank :—

(1) Nature of grievances that should be covered by the procedure:—

The grievances that should be proceeded and redressed under this procedure should be defined by the Central Consultative Committee from time to time. To begin with, the following should be deemed to be the grievances so defined :—

(i) Complaints relating to unfair treatment on the part of any superior official.

(ii) Complaints affecting one or more individual workers regarding wage payments, overtime, leave, work assignment, working conditions and rights and privileges of the employees under the prescribed terms and conditions of service.

(2) Work assignment and disciplinary action :—

In drawing up the above definition of grievances it has been clearly understood that :—

(i) work assignments under this procedure shall mean the assignment of duties to various categories of staff and shall not include allocation of duties to individual employees; and

(ii) disciplinary action taken in accordance with the terms and conditions governing the employees' services shall not constitute a grievance to be processed under this procedure.

Unless such action is disputed on grounds of victimisation or patent perversity and the matter is, therefore, brought up before the Grievance Committee. However, if an employee elects to follow the process of appeal under the Staff Regulations, the matter cannot be processed under this procedure.

(3) Employees should first comply with the orders:—

If a grievance arises out of an order given by management, the said order shall be complied with before the workman concerned invokes the procedure laid down for redressal of grievances.

(4) Termination of service and dismissal:—

In the case of any grievance arising out of termination of service or dismissal of a workman, the grievance procedure shall not apply.

(5) Disposal of grievances at the immediate higher level—initial authority

Initially a complaint in respect of a grievance should be made in writing on the prescribed form by the concerned employee and put up to the initial authority in respect of the department or section or branch in which the employee is working either directly or through the recognised Union. An initial Authority for this purpose will be the Supervisory Official under whom the employee works i.e. the Staff Officer Grade 'A', Supervisor/Caretaker, etc. In the case of collective grievances the Initial Authority will be nominated by the "Manager". The initial Authority should investigate into the matter, giving fair opportunity to the complainant to adduce evidence and establish his case and give decision in writing on the complaint within 7 working days of its receipt.

Note :—When the complaint is against the Initial/Appellate Authority, the grievance may be taken to the higher authority.

(6) Appeal against the disposal of the Initial Authority :—

If the Initial Authority should fail to give a decision within the prescribed time or if the concerned employee should have a right of appeal to an Appellate Authority, the Appellate Authority will be the Staff Officer Grade B/C under whose supervision the employee works. The appeal should be preferred within 30 working days and the decision of the Appellate Authority should be given within 14 working days of the receipt of the appeal. In the case of collective grievances, the Appellate Authority will be nominated by the Manager.

(7) Grievance Committee :—

(a) If no decision is given by the Appellate Authority within the prescribed time or if the concerned employee is not satisfied of the decision of the Appellate Authority, it should be open to the concerned employee to refer the complaint to a Grievance Committee, constituted at each office or department of Central Office. However, decisions of the Initial or, if appealed against, of the Appellate Authority on grievances which are of a minor nature should not be taken to the Grievance Committee unless the Committee on a representation by the employee decides that the matter is not of a minor nature.

(b) Disposal of matters by the Grievance Committee

The request of the concerned employee for reference of his grievance to the Grievance Committee should be addressed to the Chairman of the Committee, who should arrange for the matter to be considered and disposed of by the Committee within thirty working days of the receipt of the request.

The decision of the Grievance Committee should be communicated to the employee within seven days of its disposal by the Committee.

(8) Constitution of Grievance Committee

The Grievance Committee at each office/department of Central Office should consist of the following :—

(i) Two representatives of the Bank nominated by the "Manager",

(ii) Three representatives of the staff nominated by the recognised Union, and

(iii) the "Manager" of the office/department of the Central Office, who would be Chairman of the Committee.

Note : There will be a separate Grievance Committee in respect of each recognised Union.

(9) Union to represent the employee:—

In all proceedings under this procedure the employee concerned may appear himself or have his case represented by the recognised Union. If, however, any employee states that he is not a member of the recognised Union, he may appear himself or be represented by any other employee of the Bank provided that employee is from the same station. In such a case the Grievance Committee as far as the employee is concerned will consist of management representatives only.

(10) Procedure not in supersession of existing rights :—

This procedure shall not be in supersession of the rights of an employee for redressal of grievances in terms of paragraph 48 of the Reserve Bank of India (Staff) Regulations, 1948.

(11) Central Consultation Committee :—

This Committee should consist of :—

(a) a Chairman and two representatives of the management, nominated by the Chief Manager, and

(b) three representatives of the recognised Union who are employed at Bombay, nominated by them.

Note : There will be a separate Central Consultative Committee in respect of each recognised Union.

The Central Consultative Committee will be an advisory body and shall not function as an Appellate authority to deal with grievances which could not be settled by the Grievance Committee. The Central Consultation Committee shall review the scheme every year and consider measures for the improvement.

ANNEXURE B

JOINT CONSULTATION SCHEME (Draft)

(1) Joint Consultative Committees comprising the management and the representatives of the staff should be constituted, at two levels viz. at the Central Office and at the local offices. Accordingly a Central Consultative Committee at the Central office and a Local Consultative Committee in each of the local offices should forthwith be constituted. Such Committees will also be constituted in future at local levels as and when new offices are opened.

(2) (i) The Central Consultative Committee shall consist of the Chief Manager, the Personnel Manager, the Deputy Manager, Department of Administration and Personnel, the Assistant Manager, Department of Administration and Personnel and four other officers on the official side and not more than twelve representatives from the staff.

(ii) The Local Consultative Committee shall consist of the Manager, the Personnel Officer (or the Officer-in-charges of Administration) and not more than two officers on the official side and six representatives from the staff.

(3) The All India Reserve Bank Employees' Association and the All India Reserve Bank Workers' Federation should advise in advance the names of the staff representatives who would function on the Central Consultative Committee. Both the organisations will be allowed to nominate six representatives each from the staff.

The Local Reserve Bank Employees' Association and the Local Reserve Bank Workers' Union will similarly advise in advance the names of the staff representatives who would function on the Local Consultative Committee. Both the organizations will nominate three representatives each from the staff.

(4) The Central Consultative Committee should meet once in every six months and the Local Consultative Committee once in every three months. Emergency meetings may, however, be called in exceptional circumstances at the request of the Association/Federation or the Association/Union as the case may be or at the instance of the Bank.

(5) Matters which are generally settled by negotiations between the management and the staff such as scales of pay and allowances, retirement benefits, leave etc. should be outside the scope of the Consultative Committee.

(a) Discussions at the Central Consultative Committee should be confined to the following subjects :

(i) Grievance procedure—formation and review.

(ii) Implementation of agreed, settled or awarded terms of service and of other agreements.

(iii) Programmes for workers' education.

(iv) Staff co-operatives—formulation of policies and general procedures.

(v) Promotion of thrift and savings.

(vi) Staff housing, health services and other welfare activities.

(vii) Employee suggestion schemes.

(viii) Suggestions in regard to improvement in work procedures.

(ix) Formulation of policies and standards regarding working conditions and amenities in offices.

(x) Facilities for communication in order to furnish information to the members of the staff.

(xi) Consideration of recommendations, proposals, suggestions and other references from a Local Consultative Committee.

(xii) Implementation and review of decisions taken at the previous conferences.

(xiii) Any other matters of interest to the staff and/or the Bank, which are incidental to, or connected with, the above.

(xiv) Such other subjects as may be decided by agreement to be included at a meting of the Central Consultative Committee.

(xv) Operational complaints raised either by the management or the Association/Federation/Union.

(b) Discussions at a Local Consultative Committee should be in rspect of the following subjects :—

(i) Operations and implemenation of grievance procedure.

(ii) Conditions of work and amenities in offices.

(iii) Implementation of programmes for workers' education.

(iv) Co-operative Societies—formation, working and other connected matters.

(v) Customer Service.

(vi) Facilities for communication in order to furnish information to the members of the staff in the local office.

(vii) Implementation of decisions and conclusions reached at the Central Consultative Committee in matters concerning the local office.

(viii) Review regarding implementation of decisions taken at the previous conferences.

(ix) Any other matters of interest to the staff or the Bank and which are incidental to or connected with, the above

(x) Operational complaints raised either by the managemen or the Association/Union.

(6) Meetings of the Central Consultative Committee will be convened by the Central Office and of the Local Consultative Committee by the concerned local offices. Notice of the meetings should be given to the members of the Committee and a copy theeof forwarded to the Association/Federation or the local Association/Union as the case may be. Except for an emergent meeting (in respect of which a shorter notice would

be sufficient) the notice convening a meeting should be given one month in advance of the date of the proposed meeting. Subjects which the staff representatives would want to have discussed at a meeting must be communicated to the Chief Manager/Manager/Association/Federation/Union atleast 15 days in advance. The agenda or the meeting should be circulated to the members in advance. However, subjects regarding which adequate notice could not be given could also be discussed at the meetings with the approval of the Chairman of the Committee. The Chief Manager, who will be the Chairman, shall preside at all meetings of Central Consultative Committee. In his absence another officer duly nominated by him shall preside. At all meetings of the Local Consultative Committees the Manager or if he is not available, another officer duly nominated by him, would preside.

(7) Drafts of minutes of a meeting should be finalised and signed at the same meeting. They should be sent to the Association/Federation/Union and the Bank as soon as possible. The minutes shall be placed at the next or a subsequent meeting of the Consultative Committee for confirmation. After confirmation the minutes may be circulated by the Bank and /or the Association/Federation/Union unless the circulation of the minutes is specifically asked to be withheld at the meeting or otherwise.

(8) The discussions at the Central Consultative Committee or a Local Consultative Committee shall be kept confidential both by the management and the staff representatives and shall not be published. The recorded proceedings may, however, be circulated to the staff jointly by the management and the Association/Federation/Union.

(9) Agreed conclusions reached at the meetings should be implemented by the management and the Association/Federation/Union as the case may be, in all earnestness and as expeditiously as possible. If the Committee desires that any conclusion reached at a joint consultation meeting should be implemented even before the actual confirmation of the minutes, such conclusion should be set out in writing at the meeting itself and signed by the members present. The implementation of such agreed conclusions should not be deferred till the actual confirmation of the minutes as a whole.

(10) If the Committee comes to the conclusion that on a matter there is no possibility of an agreement, it is open to the management or the staff to take any suitable further action in the matter. Till, however, the Committee comes to such a conclusion no change in the existing position in regard to the matter should be made by either the Bank or the staff.

(11) The machinery of joint consultation should supplement and not replace, the existing facilities available to employees to make oral or written representation to the management in the appropriate manner. Such representations should be disposed of through the normal administrative channel. If, however, the parties forming the Consultation Committee consider that the matter involved is of general interest and should better be discussed at the appropriate Consultative Committee, such matter may be reserved for discussion at the next meeting and included in the relevant agenda.

APPENDIX 'F'

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

Present :
C.T. Dighe Esqr.,
B.A. (Hons.), LL. M.,
Presiding Officer.

Complaint No. NTB-2 of 1980

(Arising out of Reference No. NTB-1 of 1979)

Parties:—

Marine Josephine D' Souza & 37 Others : Complainants
V/s
Reserve Bank of India, Bombay. : Opposite Party

Appearance:—

For the Complainants : Mr. J.G. Gadkari, Advocate.
For the Stenographers allowed to intervene. : Mr N.Y. Gupte, Advocate
For the Opposite Party : Mr. N.V. Sundaram, Legal Advisor.

Complaint No. NTB-3 of 1980

(Arising out of Reference No. NTB-1 of 1979)

Parties :— 1. P.V. Prabhu, 2. P.V. Narayanan & Others : Complainants
V/s.
Reserve Bank of India, Bombay. : Opposite Party

Appearances:—

For the Complainants : Mr. C.L. Dadhia, Advocate
For the Stenographers allowed to intervene : Mr. N.Y. Gupte, Advocate
For the Opposite Party : Mr. N.V. Sundaram, Legal Advisor.

INDUSTRY : Banking STATE : Maharashtra

Bombay, dated the 3rd September, 1980.

AWARD

These two complaint-applications under Section 33-A of the Industrial Disputes Act could be disposed of by a common order as they raise the same issues except that the prayers made in complaint no. 3 of 1980 are wider in scope.

2. The complainants in both the applications are employed as Clerks Grade-I/Economics/Banking/Statistical Assistants. They have a grievance in respect of the promotional scheme of the Reserve Bank of India for purposes of recruiting personnel to act as Staff Officers Grade 'A'. The existing scheme has been modified by the administrative circular no. 6 dated 10th October, 1979 and it is alleged by the applicants in both the applications that the amendment is working to their prejudice. They have filed these complaints under Section 33-A of the Industrial Disputes Act, 1947 as the Reserve Bank dispute No. NTB-1 of 1979 is pending before this Tribunal. According to the complainants their grievance is connected with item no. 12—"Promotion" out of the 33 items placed before this Tribunal for adjudication.

3. Immediately before the impugned circular no. 6 of 10th October, 1979 promotions to Staff Officer Grade 'A' were made in terms of administrative circular no. 8 of 13th May, 1972. To the extent relevant we may note the requirements under circular no. 8 above referred to. That time Staff Officer Grade 'A' was called Staff Officer Grade II. The circular provides for a test consisting of five papers, three of them being Drafting, the Reserve Bank of India Act and Functions and working of the Reserve Bank. Paragraph II of that circular relates to the number of candidates that could appear for the qualifying test and speaks about the eligibility of the Clerks and other persons like Tellers, Stenographers and Personal Assistants giving that test. Sub-clause (a) of Clause II provides that an estimate of vacancies anticipated to occur in each office during a panel year i.e. 1st September to 31st August would be declared in advance and the candidates to be called

for the test would be twice the number of such vacancies. An employee in the substantive rank of Teller, Stenographer Grade II or Stenographer Grade I or Personal Assistant had different considerations for being qualified for giving the test. These three types of employees other than the Clerks had to put in a minimum period of total 15 years service in their cadres and could be called only if a clerical candidate of the same length of service found a place within twice the number in the combined seniority list. Apart from the 15 years standing these three types of employees should have passed Part II of the Institute of Bankers Examination. That is to say they should have passed both the Parts I and II or else if they were graduates should have passed Part I of the Institute of Bankers Examination. The third condition for them to be an Officer was that in case they were successful they were to be posted on the clerical desk for one year for acquiring experience. Fourthly, after gaining that experience they were to be absorbed in the next list to be prepared as a result of the test succeeding the one in which they passed. There they were to get seniority below the juniormost successful candidate in the test in which they qualified. There was one more condition so that Stenographer Grade II or Grade I or Personal Assistant should have worked for at least five years as a Stenographer or as a Personal Assistant. This is because Stenographers or Personal Assistants could have been Typists earlier, but if their service as Stenographers or Personal Assistant was less than five years they were not considered eligible.

4. Administrative circular no. 6 of 10th October 1979, modifies the scheme so far as it relate to the Personal Assistants, Stenographers and Tellers. The modification is effective from the panel year 1979-80. By that circular no. 6 the eligibility period of the three categories mentioned above was reduced from 15 years service to 10 years service. But the other condition that the clerical employee of the same length of service is also called to appear for that test, remains unchanged. The condition requiring Stenographers or Personal Assistants to put in atleast years service as Stenographers or Personal Assistants was dispensed with. That is to say even if a candidate was a Personal Assistant or Stenographer for one year or even lesser period, but he had the total service of 10 years as conceived in the modified scheme he could appear for the examination. Thirdly, the period of training on clerical desk was reduced from one year to six months. As regards their absorption in the list, the change introduced is that they would be fitted according to the length of their service and in the same panel for the year in which they have passed the test, so that even during the period of training if some promotions of their juniors were made they would be without prejudice to their rank by causing reversion of such promotees and the Stenographer or the Personal Assistant taking his own place after training. A further concession is given to the Stenographers, Tellers and Personal Assistants who are graduates so that even if they have not passed in all the subjects of Part-I of the Institute of Bankers Examination, they are to be considered eligible for exemption in case they had passed in the two papers—Practice and Law of Banking and Book Keeping and Accounts.

5. While referrring to the changes introduced by circular no. 6 of 10th October 1979, it may be noticed at this stage only that the exemption from appearing for the above two papers which was available to the Clerks of 15 years standing was also given to the Clerks of 10 years standing and in terms noted above.

6. Applicants in complaint no. 2 of 1980 became eligible for appearing for the said examination during the panel year 1978-79. That time 800 incumbents were called as the anticipated vacancies were 400. The applicants successfully passed their examination but only 223 were taken up and the rest could not be promoted for want of vacancies. According to the applicants the changes introduced during the pendency of the reference is causing great prejudice to them. They say that it amounts to a change in their service conditions. As a result of these changes, for the panel year 1979-80 not only Stenographers and Personal Assistants of 10 years standing with the minimum qualifications of 5 years as Stenographer and Personal Assistant removed, competed with them but by reason of they getting absorbed in the panel year in which they pass and at their own ranks in the combined seniority list and changes of promotion of the applicants are not only heavily affected but by reason of the same process getting repeated year after year, they have been rendered illusory.

7. At this stage one important thing will have to be noticed and that is that the applicants competing for the Officers Grade from the cadre of Clerks are such persons who have surrendered their two-third seniority in service. That is because prior to 13th May, 1972 they were recruited as Coin-Note Examiners, a non-clerical cadre completely separate from the clerical cadre. As Coin-Note Examiners they were not eligible for promotions to the Officers Grade. They were however given an option to switch-over to the clerical cadre by circular no. 9 of 13th May, 1972 so that upon satisfaction of the conditions contained in that circular one of which was graduation they could be posted as Clerks and eventually could qualify for promotions to the Officer Grade but the absorption to the post of Clerks was by making them lose their two-third seniority in service. That is to say the present situation arises because such a Clerk would be competing with the total length of service in the Bank of the Stenographers and Personal Assistants etc. with his one-third service in the Bank. It is for this reason that is complaint no. 3 of 1980 the applicants are making a prayer that the service of the complainants and other workmen should be counted from their date of joining in the Bank and fitment should be made accordingly, for purposes of assessing their seniority in the combined list. With a view to illustrating the typical prejudice caused to the applicants two tables have been given in complaint no. 3 of 1980. They relate to two employees—X and Y qualifying under the modified scheme and A. B. C. D. qualifying under the unamended scheme in the previous year 1978-79 and also under the present scheme. The two tables could be combined and reproduced as follows:—

Name	date of Joining service	Date of promotion as Steno/ Switchover as Clerk	Year of graduation	Academic Qualification	Posts in which worked	Year in which became eligible to appear for test	Total service	Service		No. in 1979-80 panel
								Counted for promotion	Lost	
1	2	3	4	5	6	7	8	9	10	11
A	10-9-1963 (As C-N E)	10-11-1967 (As Clerk)	1969	M.A.Eco/Pol	Coin-Note Examiner, Clerk Gr. II, Clerk Gr. I	1978-79	Y.M. 16—10	Y.M. 11—10	Y.M. 5—8	256

1	2	3	4	5	6	7	8	9	10	11
B	25-5-1967 (As Typist)	April 1971 (As Steno)	1970	M.A./Econ	Typist, Steno, Cl. Gr. II Cl. Gr. I Econ. Asst.	1978-79	13—0	9—6	3—6	405
C	25-2-1965 (As C-N E)	15-11-1967 (As Clerk)	1969	M.A./Econ	Coin-Note Examiner, Cl. Gr. II, Cl. Gr. I, Econ. Asstt.	1978-79	15—3	10—0	5—0	305
D	25-5-1966 (As Typist)	13-5-1970 (As Clerk)	1971	B.Com. LL.B.	Typist, Cl. Gr. II, Cl. Gr. I	1978-79	14—0	10—0	4—0	359
X	8-3-1967 (As Typist)	April 1971 (As Steno)	1973	B.Com.	Typist, Steno	1979-80	13—2	Full	Nil	178
Y	7-4-1967 (As Typist	April 1971 (As Steno)	1975	B.Com.	Typist, Steno	1979-80	13—1	Full	Nil	181

A=P.V. Prabhu
B=P. V. Narayanan
C=J. S. Jamsandekar
D=P. Viswanathan
X=C. D'Souza
Y=P. Radhakrishnan

A, C & D are recruited much before X and Y and B is recruited in the same year as X and Y. A & C however were recruited as Coin-Note Examiners and B and D were recruited as Typists. Under the switch-over scheme embodied in circular no. 9 of 13th May, 1972 A & B having been graduates at the time of switching-over had to surrender their two-third service of 5 years and 8 months and 3 years and 6 months respectively. Similar is the case with C & D under the unamended scheme. A, B, C, D have passed the test in 1978-79 but had not been promoted for want of vacancies. X & Y from Typists to Stenographers were not eligible for appearing for the test in 1978-79 as they had not completed 15 years of service, which was the requirement then. They become eligible under the amended scheme. They also got their seniority from the date of joining service in the Bank as a result of which they have pushed down the four persons—A, B, C & D and are placed far above as will be evident from the present rank in the panel mentioned under column no. 11 opposite each of the persons. D in this case is a Typist who had become Stenographer. Under the switch-over scheme, he became a Clerk losing his two-third service. He is now placed in such a predicament that if he were to remain a Stenographer only, he would have been benefited far more under the amended scheme because of not losing any service. As against that X & Y recruited as Typists were not at all eligible for switch-over in 1972 as in that year they had not become graduates. They would not have been also eligible for appearing for the test had the standing not been reduced from 15 years to 10 years. Their non-eligibility in 1972 has become a boon to them. The amended scheme has opened a floodgate of promotion for them when the total qualifying tenure is reduced from 15 years to 10 years. It is thus said that persons not at all conceived as likely to go over A, B, C, D have suddenly marched very much ahead.

8. It has been stated by the applicants in complaint no. 3 of 1980 that it was absolutely necessary for the Bank to take permission in writing from the Tribunal before introducing the modifications. And they also say that the implementation of the said circular dated October 10, 1979 is not in accordance with the standing orders applicable to the workmen and no notice of change under Section 9A of the Industrial Disputes Act, 1947 was given. It is pointed out that the complainants and others had written a letter dated April 7, 1980 requesting the Bank to allow them the benefit of relaxation in regard to the fixation of seniority. That request was rejected on May 27, 1980. Directions are therefore asked that the Opponent Bank should not promote any persons on the basis of the impugned circular. It is also said that by reason of the complaint-application the Tribunal has to adjudicate the complaint as if it were a dispute referred to it and hence the whole scheme of promotion in its entirety inclusive of the granting the benefit of the full service in Bank, to the applicants could be discussed and adjudicated upon in the present proceedings.

9. The Reserve Bank of India has opposed both the complaint-applications. It is said that the applications are not maintainable first because they are extremely stale. The circular in dispute was issued on 10th of October, 1979, reference was pending before the Tribunal since 16th June, 1979, and applications have been filed one on 30th July and another on 4th of August 1980. The second contention is that since the applicants in complaint no. 2 of 1980 had moved the High Court, it is not now open for them to move the Hon. Tribunal. Thirdly, it is said that afterall the circular no. 8 of 13th May 1972 or the circular no. 6 of 10th October 1980 effecting a change in it, are both administrative circulars issued under the discretionary authority of the Bank for granting promotions and not justiciable by the Tribunal. It is disputed that the Tribunal could look at these changes under the item "promotion" listed in the reference. It is said that the scheme of promotion is not and cannot be one of the terms of reference to the Tribunal. Promotion is entirely a management function. According to the Bank item no. 12 "Promotion" relates to promotions of individual employees and not to any scheme of promotion evolved by the Bank. In this connection reference is made to regulation no. 29 of the Reserve Bank of India (Staff) Regulations, 1948 which speaks of appointments and promotions being in the discretion of the Bank. It is hence urged that promotional policy is not a condition of service so that there is no alternation in the conditions of service applicable to the complainants. And at any rate what is affected are the chances of promotion so that the Tribunal has no jurisdiction to adjudicate on the chances of promotion.

10. The Bank avers that the scheme embodied in circular no. 8 of 1972 was challanged before the Andhra Pradesh High Court in writ petition No. 380 of 1972 dated 5th March 1973. That petition was dismissed accepting the contention of the

Bank but there are observations in paragraph 22 of the judgement exhorting the Bank to frame suitable rules for fixing the seniority among Staff Officers Grade II on some rational and equitable principles like length of service or marks obtained or by adopting reasonable ratio between the two classes, Clerks and Stenographers. In this connection, it is pointed out that in the year 1964 Stenographers used to be placed on the top of the other qualifying candidates. That practice was given up in 1972. Afterwards administrative circular no. 5 dated 23rd January 1976 was issued, modifying the eligibility conditions of Stenographers Grade II and Grade I and Tellers, and the same were further modified by the inpugned circular but this was all in deference to the remarks of Andhra Pradesh High Court. On the basis of this judgement of the High Court it is argued that there is no case for holding any change in the conditions of services.

11. One more point urged on behalf of the Bank is that even if the modification is looked upon as a change in condition of services certainly no change is made in relation to the applicants who are Clerks. What is done by the change is to grant some concession to the Stenographers etc. so that there being no alteration in the service condition of Clerks they cannot come under Section 33 of the Industrial Disputes Act.

12. As regards complaint no. 3 of 1980, eight names are given in paragraph 9 of the reply where the Bank says that those applicants themselves are benefited by reason of the reduction of length of service from 15 years to 10 years and having taken advantage of this change by sitting for the examination under the amended scheme it would not lie in their mouth to say that the circular is bad in law. They cannot approbate and reprobate.

13. It is also said that Coin-note Examiners and other non-clerical cadre who had not became either Stenographers, Personal Assistants or Tellers could not appear for the examination for the promotion as Staff Officers. They got that opportunity only after satisfying the conditions of the switch-over one of which was the losing of the seniority as contemplated in the circular dated 13th May, 1972. When they accepted the switch-over they have taken advantage of the option given to them by the Bank. The applicants who have thus taken the benefit of the option cannot now reclaim the lost seniority or ask for fitment retrespectively. Even in respect of Stenographers is it pointed out that they are not directly recruited as Stenographers but have been promoted from Typists. According to Mr. Sundaram for the Bank no question of application of Section 9A of the Industrial Disputes Act arises in as much as the matter in dispute does not relate to any of the items mentioned in the 4th schedule to the Industrial Disputes Act. He further says that even if Section 33 of the Industrial Disputes Act is held to be applicable to the present case the Tribunal could only strike down the impugned circular. As canvassed by Mr. Dudhia for the applicants in NTB-3 of 1980 there is no jurisdiction vested by Section 33A of the Act the Tribunal cannot adjudicate so as to find out or lay down ideal terms of promotional opportunities that could be given to both the categories of the contestants.

14. Applicants in complaint no. 2 of 1980 in their rejoinder have stated inter alia that the application cannot be dismissed saying that it is a stale one in as much as there is no limitation for filing such an application and further that the applicants had made a representation in September, 1979, immediately on learning that the Bank was likely to make a chance adversely affecting the promotions due to the applicants. It is only when on empanelment it was known that juniors were taken as qualified so as to push back the complainants some of them getting reverted in the process after having worked in the promotional posts, that the application has been filed.

15. On behalf of some of the Stenographers who are benefitted by the amended scheme an application was given that they be allowed to put forward their views. That application is not opposed by both the counsel for the complainants in each case. Besides the Stenographers are directly concerned in the matter. Hence, they were allowed to address the Tribunal.

16. As regards the application made to the High Court, it was gathered in the arguments that the application was withdrawn by the applicants after an expression of opinion that since the Tribunal was constituted to look into, "Promotion" the application could lie before tee Tribunal. The fact of making the writ petition to the High Court therefore should not come in the way of the applicants. In this behalf, Mr. Gadkari for the applicants in complaint no. 2 of 1980 says that individual disputes regarding promotion is not the subject matter of the reference. The promotional avenues, the policy of promotion and the scheme for promotion are the topics to be discussed thereunder and that once a scheme is framed by the Bank may be on utilising the power available under regulation 29 that scheme is the governing scheme for promotions and hence all things under the scheme are conditions of service.

17. In view of the above pleadings, first it will have to be decided whether the application is not held maintainable by reason of the alleged delay if it is held maintainable questions arising would be whether the application is in regard to any matter connected with the dispute and whether the Bank has altered the conditions of service applicable to the applicants immediately before the commencement of NTB Reference No. 1 of 1979 and whether such alteration is to the prejudice of the workmen concerned. Further questions would be whether Section 9A of the Industrial Disputes Act is attracted, if yes what is to happen to the impugned circular and whether under Section 33-A of the Industrial Disputes Act, the Tribunal could grant the wider relief of giving retrospective seniority to the applicants or finding some ideal solution to the problem of promotional opportunities to the Clerks on the one hand and Stenographers etc. on the other hand.

18. So far as the contention regarding the application being stale, it is no doubt correct that the circular making the modifications in the promotional scheme was issued on 10th October 1979, whereas complaint no. 2 of 1980 has been filed on 30th July 1980 and complaint no. 3 of 1980 has been lodged on 4th of August, 1980. It must however be remembered that there is no limitation provided under the Industrial Disputes Act. We have therefore to find out whether the applicants have been reasonably diligent in asking for the relief or whether they have allowed the matters to proceed to such a length that it would be difficult for bestowing any relief on them. In this connection, reliance was placed by Mr. Sundaram for the Bank on two authorities, Shalimar Works v. Their workmen 1959 II L.L.J. 26 and Men Bahadin Chottri v. Standard Vaccum Co. 1956 II L.L.J. 193. The first decision is in respect of a reference made under Section 10(1)(d). Services of certain workmen were terminated in the year 1948 in breach of Section 33, Reference to adjudicate was made in 1952. There was no application under Section 33-A of the Industrial Disputes Act. The Tribunal refused to grant reinstatement and the Supreme Court has approved that order. According to the Supreme Court although there is no limitation prescribed for reference of dispute to an Industrial Tribunal it is only reasonable that disputes should be referred as soon as possible after they have arisen. Obviously, the same principle would apply to our case also.

In the other case the employee was dismissed on 10th March 1954, complaint was filed on 9th June, 1954. Three months interval was looked upon as vitiating the complaint by the Industrial Tribunal. The Labour Appellete Tribunal however took into consideration that the employee awaited the result of the Criminal proceedings and thereafter wrote to the employer for furnishing copies. It is significant to note that according to the Appellete Tribunal the delay was not such as to lead to a conclusion that the Appellant slept over his rights and woke up late on something else happening. In this light if we look to the facts of our case there is no dispute that the examination was conducted after the issue of the impunged circular in November 1979, and the results were declared on 10th April, 1980. It is understandable if the applicants awaited the actual impact of the results to find out if any and if so how many persons go above them. Though in principle this awaiting was not necessary such a conduct on the part of the applicants cannot be looked upon as causing unreasonable delay. Apart from this there are other circumstances which can be taken into account. Applicants, in application no. 2 of 1980 had sent a representation in September 1979, as soon as something in the nature of impugned ciruclar was in the offing. Applicants in application no. 3 of 1980 have addressed a representation on 7th April, 1980. On 13th May, 1980 applicants in the other application served a legal notice on the management. The representation of the applicants in application no. 2 of 1980 was rejected by the letter dated May 27, 1980 and the legal notice was replied by the Dy. Manager on June 30, 1980. This will show that on and from April 1980 the aggrieved persons have moved fairly briskly in the matter. It seems one abortive attempt was made by going to the High Court also. In the wake of these incidents it is difficult to say that the applicants were indolent or that they slept over their right. They were perhaps hopeful that the grievance could be redressed by correspondence by persuading the Management. That did not happen and as a last resort they have come to the Tribunal. Because of these circumstances I am not prepared to say that the applications are stale. That issue therefore is answered in the negative.

19. Section 33A of the Industrial Disputes Act relates to "special provision for adjudication as to whether conditions of service etc. changed during the pendency of proceedings". A complaint under that section lies when an employer contravenes the provisions of section 33 during the pendency of proceedings before a Tribunal. To the extent relevant Section 33 reads as follows: —

"No employer shall,—

(a) in regard to any matter connected with the dispute alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding or

(b) .....

Save with the express permission in writing of the authority before which the proceeding is pending.

20. Consequently, for entertaining an application under Section 33A the contravention must be in regard to a matter connected with the dispute, there must be an alteration in the conditions of service applicable to workmen and that alteration must result in prejudice of the workmen concerned. In as much as the saving clause speaks of an express permission of the Tribunal, there was an argument at the bar whether the saving clause applies only to clause (b) of Section 33. If that is so then the previous approval could only be in respect of matters mentioned in clause (b) and so far as clause (a) is concerned there would be a total bar for making any alteration. The authoritative text of the statute as well as the underlined purpose of the section would show the saving clause applies to both, subsections (a) and (b). It is therefore open to an employer to make alterations with the permission of the Tribunal before whom the proceedings are pending. No such previous approval was asked for or granted by this Tribunal. Obviously, the entire object of the section is to see that the status quo is maintained and during the pendency of the proceedings a workmen is not victimised. Section 23 of the industrial Disputes Act probihits strikes and lockouts the well known media of Industrial unrest, during the pendency of the proceedings. Section 33 is calculated to achieve similar result so far as the management is concerned by not allowing them quo provoke Industrial unrest.

21. The question whether the grievance contained in the complaint applications is in regard to any matter connected with the dispute, occupied a lot of arguments. That there is an alteration in the promotional scheme of 13th May, 1972 by reason of the circular dated 10th October, 1979 is not and cannot be disputed. The changes have been very vividly pointed out by the complainants and a glance at the table contained in paragraph 7 of this judgement would illustrate the matter. The complainants in both the complaints have so much come down in number that they have to await their turn for promotion for a considerably longer time than was expected. It is another matter whether this amounts to only reducing the chance for promotion and whether it is related to the oconditions of service but going down in number on the panel is certain.

22. It is already seen that this hardship is restricted to such of the persons who have been in non-clerical cadre of Coin-Note Examiners of Typist first, then switched-over to the clerical cadre under the option given in circular no. 9 of 13-5-72 and thereafter competed for the post of an Officer. At the time of switching-over they havo lost two-thirds seniority and that appears to be the root cause of the situation resulting in the alleged prejudice.

23. On behalf of complainants in Application no. 2 of 1980 Mr. Gadkari highlighted the spade work and preparation necessary before a person could appear for the examination. He not only pointed out the sujects covered and the requirements of passing certain papers but he also adverted to the special training undergone for examination and also referred to some of the complainants having officiated in the promoted post until they are reverted in the wake of the next years panel. Mr. Gadkari is thus interested in emphasing that the complainant are not loosing a mere chance but they have to sacrifice the fruits of their efforts which shall have to be taken note of in determining whether or not, prejudice is caused to them.

24. In arguing that the present grievance is connected with the dispute before the Tribunal, obviously the complainants are relying on item no. 12 in the reference which reads as "Promotion". That the scheme for promotion of 13th May, 1972 or its modification by subsequent circular dated 10th October, 1972 is a matter relating to promotion cannot be disputed. However, whereas it is the case of the complainants that in deciding on the item "promotion" contained in the reference, the Tribunal has to look to the whole field of promotion comprising of promotional policy and promotional avenues, Mr. Sundaram on behalf of the Reserve Bank says that the item relates to promotions of individual employees and not to any scheme of promotion evolved by the Bank. According to him a scheme for promotion is not and cannot be one of the terms of reference to the Tribunal.

25. For understanding what was referred to the Tribunal Mr. Gupta appearing on behalf of the Stenogrpahers said that he charter of demands upon which conciliation proceedings took

place is to be looked into so that what was before the mind of the Government in making a reference could be understood. In this behalf he is supported by Mr. Sundaram for the Bank. My attention was invited to Demand No. 19 in the charter of demands presented by the All India Reserve Bank Employees' Association. Demand No. 19 is entitled Promotional avenues, and 8 items or 8 fields in which changes are suggested have been listed down below. The demands by and large refer to the creation of more promotional posts and also mention the upgrading of certain posts. It is Mr. Gupta's case therefore that the scheme for promotion cannot be construed as included in any item of reference and the Tribunal will have no jurisdiction to look into it, so that the present applications under Section 33A of the Industrial Disputes Act will have to be rejected.

26. If the same logic is pursued, Ministry of Labour has addressed the order of reference to the All India Reserve Bank Workers' Organisation and they had also given a charter of demands. Organisation was also a party to the conciliation proceedings. Demand No. 27 given by the Organisation relates to "promotion policy" to be discussed on the basis of the prerequisites of promotion policy submitted in 1969, in which case the effect will be just opposite of what Mr. Gupte desires.

27. It appears however difficult to concede to the line of reasoning adopted by Mr. Gupte. In given cases the charter of demand would be extremely useful in finding out what the Tribunal is asked to decide and then to hold that something which is not even mentioned in the demand cannot be adjudicated upon. However, that principle would not apply in finding out the extent of application of an item referred to in the order of reference on the basis of the dispute raised. Industrial Disputes Act comtemplates reference in wider terms then the actual item in dispute. Section 10(1)(a) of the Industrial Disputes Act which provides for the appointment of the National Tribunal shows that the Central Government could form its opinion not only on the existing dispute but also on the apprehended dispute and the order of reference can cover not only the dispute but any matter appearing to be connected with or relevant to the dispute. In view of it, it cannot be said that when the item "Promotion" has been referred to the Tribunal, it has the limitation of remaining in the frame work of the demand of one unit only. In fact as has happened soon after the order of reference was issued, a number of employees wanted to be joined as parties for addressing the Tribunal and by writing a detailed order, some of them are allowed to do so by me. Those who are allowed have something to speak on all items of Reference and it will be unjust to restrict them to the limited meaning of the word "Promotion" as canvassed by Mr. Gupte. They can address me on such field as the Tribunal has the jurisdiction to decide on the natural meaning of the words used in item of Reference.

28. It therefore appears that the item "Promotion" and the things included in it will have to be understood on general provisions of law. At the outset I cannot be in favour of accepting the interpretation given by Mr. Sundaram that it is restricted to individual dispute because there is not even a whisper of any individual dispute in the charters of demand or in the proceedings before the conciliation Officer which could have been included in the order of reference. The item seems to have been deliberately stated in general terms and far from it being applicable to individual promotion, it looks to be referring to the process involving promotions. The extent of such process will have to be carefully defined because there is no dispute with the axiomatic principle that promotion is a matter in the discretion of the employer. That is a matter to be gone into while giving the award in NTB-1 of 1979. At this stage for the purpose of the complaints we may observe the words of section 33 carefully. The opening words of clause (a) do not refer to the dispute alone but they refer to any matter connected with the dispute. Certainly matters connected with the dispute is a larger expression than the matter in dispute. Therefore, while arriving at the conclusion whether the present complaints fall within the first requirement of caluse (a) of Section 33, we will have to determine whether the grievance made out by the complainants cannot be looked upon as connected with the dispute viz. item No. 12 "Promotion". If promotional policy or promotional avenues otherwise than in the exercises of the managerial discretion in given cases is a matter within the jurisdiction of the Tribunal, which apparently is within the term of the present reference, the present complaints being connected with such a dispute would certainly satisfy the requirement that they are connected with the matter in dispute.

29. The grievance should also relate to the alterations in the condltions of service applicable to the workmen immediately before the commencement of such proceedings. What again are the conditions of service in respect of promotion was also a matter very much debated. The change in the scheme for promotion, so that the Stenographers and the other listed categories are given an accelerated opportunity to sit for examination even before the completion of 15 years and doing away with the requirement of 5 years working as Stenographers etc. or reducing the period of training or absorption in the same panel after training if necessary dislodging the promoted juniors are no doubt alterations effected by the impugned circular. It has been contended by Mr. Sundaram for the Bank that all these taken cumulatively only affect the chances of promotion of the applicants and do not affect their condition of service. As against this Mr. Dudhia for the compainnats in complaint no. 3 of 1980 and Mr. Gadkari for the complainants in other complaints vehemently contended that although promotion may be a matter of managerial discretion and although Regulation 29 of the Staff Officers Regulation upon which Mr. Sundaram relied does speak of the Reserve Bank exercising that discretion in the way they find reasonable, it is said that once the Reserve Bank frames a scheme for promotion that becomes a condition of service. In other words, it is said that the Reserve Bank has itself regulated the discretion and has given certain rules to the employees so that the bestowing of such rules, implies an assurance to the employees that they would be followed and hence those rules constitute the conditions of service of an employee. It is therefore said that during the pendency of the proceedings before the National Trlbunal it was not open to the Reserve Bank to change the scheme unilaterally.

30. A number of cases were referred to in arguments, the earliest in point of time is Madura Mills Co. Ltd. v. Their-workers 1951 I L.L.J. 323. That is a case decided by the Industrial Tribunal, Madurai. The Tribunal held that promotion was more a matter of internal management of the Company and not a condition of service so as to constitute a breach of section 33 of the Industrial Disputes Act. The facts of the case would show that an examination was held among the workers for selection of Wrapping-boys were who ultimately to become Checkers. Any express agreement for the appointment of Checkers from those boys is not proved, but it is evident that the management had recruited Checkers from outside. The existing workers were not given the chance, they were not promoted. It is in this connection, the observations noted above regarding the internal management and promotion not being a conditlon of service have been made. It may be noted that the case rests on the use of the discretion when there is the absence of anything like a scheme the one with which we are concerned.

31. The next in order of time is the decision in Kinniston Jute Mills v. Their Workers 1951 I L.L.J. 665. This is the decision of the Industrial Tribunal, Calcutta. The Award covered cases of two individuals, both of whom though senior were not promoted but their juniors were promoted. It is said "the decision of an employer not to promote a particular employee to a particular post does not amount to any prejudicial alteration of the conditions of service within the meaning of Section 33A of the Act". Here also the Tribunal is concerned with individual non-promotion and the use of the discretionary powers of the management in that connection. There is nothing like the framing of a scheme for promotion of which any breach was alleged.

32. Then we can refer to the decision in Burma Shell Oil Storage and Distributing Co. of India Ltd. v. V.N. Ganapathy 1954 II L.L.J. 783. The Industrial Tribunal, Madras was concerned with the complaint filed by a senior employee who was superseded. He alleged, his conditions of service were violated. The application was dismissed. Mr. Sundaram relies upon the observations. "This is a point which cannot be said to affect the conditions of service. A non-promotion does not amount to a change in the conditions of service. So there is no jurisdiction. Promotion is strictly a matter of internal management and a Tribunal cannot strike judgement over such an act". Now this decision has also to be understood on facts. The judgement refers to, "Ganapathy's record is not good. He is only an average worker. He has no special qualifications for promotion except seniority". In view of all this the Management was certainly justified in choosing a more efficient man for promotion, and hence the application of the principle that promotion is in the discretion of the management can very well be understood. But, at the same time that discretion cannot be used arbitrarily or capriciously. Question for consideration is when any scheme for promotion is framed in exercise of that discretion can the management change it unilaterily during the pendency of the proceedings before the Tribunal.

33. Then we come across the decision reported in 1965 II L.L.J. 175 All India Reserve Bank Employees Association v. Reserve Bank of India. This was an appeal to the Supreme Court against the Award of National Industrial Tribunal "Bank Disputes" Bombay published in the gazettee of 29th September, 1962. Chapter XVII of the Award relates to "Need for maintenance of combined seniority list at each centre" item no. 8 of the schedule of reference. The All India Reserve Bank Employees' Association was all along agitating for the combined seniority list with a view to getting equal opportunity for promotion to all the employees. It is worth noticing that 'promotion' as such was not an item of reference as is found in the reference made to this Tribunal. The Association had a grievance against the Bank in respect of the promotion policy and had advocated the combined seniority list. The Bank maintained that promotions were in the sole discretion of the management and had taken recourse to Regulation 29 of the Reserve Bank of India (Staff) Regulations, 1948 which runs as follows:—

> "All appointments and promotions shall be made at the discretion of the Bank and notwithstanding his seniority in a grade, no employee shall have a right to be appointed or promoted to any particular post or grade".

In dealing with this claim of the Association under the heading "combined seniority list" this is what is stated by the learned adjudicator. "Neither the recruitment policy nor the promotion policy of the Bank constitutes the subject matter of this reference and whatever may be the merits or otherwise of the questions sought to be agitated before me, as regards the recruitment policy or the promotion policy of the Bank, I have no jurisdiction to deal with the same and I give no directions to the Bank in connection therewith". This has been approved by the Supreme Court and it is in this connection that the Supreme Court has said is follows at page 195 :—

> "Promotion it will therefore appear, is a matter of some discretion and seniority plays only a small part in it. This dispute is concerned with the internal management of the Bank and the National Tribunal was right in thinking that the item of the reference under which it arose gave little scope for giving directions to the Bank to change its regulations".

The award however recommeded maintenance of common seniority list and in fact acting upon those recommendations the Bank had initially framed the 1964 optee scheme under which clerks from General Department could go over to the specialised Department where at least that time chances of promotion were better. We are not concerned with that scheme at present. But it is evident that the observations of the Supreme Court appear on the background of the absence of any scheme or any list for promotion and it is also clear that the Supreme Court was deciding the matter when as observed by the Tribunal, promotion policy did not constitute the subject matter of the reference. It may be noted in contrast that "promotion" is one of the topics to be dealt with by this Tribunal.

34. The next case on the subject is Leela bai v. Reserve Bank of India 1970 I L.L.J. 277. This again is the case of an individual worker who had challenged the promotion of her junior. It is worth noticing that the petitioner herself had based her claim on the staff regulations, 1948 referred to above. It was her case that she was entitled to be promoted as she had the necessary qualifications for the same, and it was urged on her behalf that by reason of section 58 of the Reserve Bank of India Act, and the regulations, seniority-cum-fitness was the criterian for promotion. That argument was repelled making the observations at page 278 as follows :—

> "It would appear from this rule that the question of appointment and promtion is exclusively a matter within the discretion of the Bank. Therfore even if the regulations are framed in pursuance of the provisions of s. 58 of the Reserve Bank of India Act, I do not think that the petitioner has got a justiciable claim unless perhaps it is established that the discretion was exercised on irrelevant considerations or that it was exercised mala fide".

Here also therefore the appiication of the principle is in relation to an individual and his suitability for the assignment as judged by the management.

35. It has been said on behalf of the complainants in NTB-2 of 1980 that their names had already appeared in the panel prepared for promotion, in the earlier year 1978-79 after passing the test in that year. But it is the contention of the Bank that inclusion of a name in a panel does not confer any right for promotion. For this proposition Mr. Sundaram relies upon a few decisions. In A.I.R. 1970 Supreme Court 2178 Ganga Ram v. Union of India, the Court was deciding a writ petition under articles 14 and 16 of the Constitution and was concerned in interpreting the provisions of Indian Railway Establishment Manual. Paragraph 49 of the Manual refers to the departmental examination and states that the clerks Grade II passing the examination or those exampted from such examination will be eligible for promotion as clerks Grade I and sub-heads. This will be by seniority-cum-suitability. While looking into this aspect the court at page 2181 has said as follows :—

> "It is quite clear that para 49 does not confer any right to immediate promotion in those Grade I clerks who pass

the qualifying appendix 2 examination. The only benefit which accrues to them is that one hurdle is removed from their way and they become eligible for being considered for promotion to grade I. This promotion is governed by the test of seniority-cum-suitability. All those who qualify for promotion are treated at par for this purpose and they are grouped together as constituting one class. The fact that one person has qualified earlier in point of time does not by itself clothe him with a preferential claim to promotion as against those who qualify later. This examination is considered to be a continuous examination and as is clear from para 17, success at this examination does not constitute the basis of seniority which continuous to be dependent on the substantive or basic seniority in Grade II".

The case interprets the implications of a panel formed in accordance with a particular rule.

36. In 1973 II L.L.J. 504 Union of India v. Mohal Lal Kapoor, the Supreme Court was concerned in interpreting the removal of the name of a senior in the select list prepared according to the Regulation 5 of the Indian Administrative Service/Indian Police Service (Appointment by Promotion) Regulations, 1955. Sub-clause (i) of Regulation made it obligatory for preparing a list. Sub-clause (ii) spoke of the selection for inclusion in the list based on merit and suitability. Regulation 4(ii), it is worth noticing provides for preparing a fresh list every year by making a review or revision of the existing list. In paragraph 24 of the judgement at page 511 it is observed :—

"Inclusion of a name in the select list at best can give the person only inchoate right for appointment during the year when the select list would be current. When that period is over he has no right to be included in the select list for the next year He has only a right to be considered for inclusion in it."

There was thus an express provision that the panel was not to last for more than year. It was disintegrated at the end of the year so that those not promoted could not have any say in the matter.

37. Another decision of the Supreme Court is reported in 1978 I L.L.J. 212 N.M. Siddique. Union of India. The name of a Railway employee was included in the panel for selection to higher post. Subsequently, disciplinary action was taken against him and his name was removed from the panel. It was argued that his name could not be removed from the panel after having included it in the panel. The observations of the Supreme Court at paragraph 9 page 214 are as follows:—

"Having given a close consideration to these submission, we see no ground for interfering with the judgement of the High Court. In the first place, the mere circumstance that the appellant was put on a panel for promotion does not mean that he would have been automatically promoted to the higher post. Being empanelled for promotion confers upon the person concerned the limited right of being considered for promotion, which is another way of saying that persons who are put on the panel framed for promotion to higher given moment considered eligible for promotion. Even subsequent to the formation of the panel may render any person, who is included in the panel unfit for promotion, which is what has happened in the instant case".

The case illustrates that even if a person is impanelled and whatever be his rights because of that empanelment, he had no absolute right for promotion. He could be made to step down from the panel, if he is found unfit for promotion, subsequently. But, his empanelling is interpreted as conferring on him a right of being considered for promotion, or consideded eligible for promotion.

38. Discussion about promotions and the effect of the inclusion of names in the panel prepared by the Reserve Bank of India is found in 1974 II L.L.J. 410 V.A. Shankar v. Reserve Bank of India. That was a petition presented to the Andhra Pradesh High Court under Article 226 of the Constitution challenging the scheme introduced by circular No. 8 of 13th May, 1972, that is to say the existing scheme which has been modified by the impugned circular. Relevant provisions of that scheme have already been noted. It was argued on behalf of the petitioning stenographers that the condition of 15 years experience and of one year training as Clerk were arbitrary. It was also argued that placing all Stenographers on block below the Clerks, in the panel prepred after the examination was arbitrary, discriminatory and void. All these contentions were negatived. In respect of the discriminatory treatment regarding 15 years service and one year training, in paragraph 11 the High Court observes that "the petitioners have first to establish that they belong to the same class as the Clerks for unless they are equals they cannot complain of unequal treatment." It is further said "it is therefore clear that the Clerks who are promoted as Staff Officer Grade II stand on an entirely different footing from Stenographers who have no clerical experience.

39. In paragraph 13 of the judgement, this is what the Court says regarding the placing of Clerks and Stenographers in a panel:

"It has to be noted that the panel is merely a list of eligible candidate and nothing more. It is not strictly a list of seniority among Staff Officers Grade II. No doubt in loose sence para II (c) of the circular speaks of the Stenographers being given seniority lower than the Clerks. What is really meant is that promotions should be made in accordance with the order contained in the panel viz. the Clerk will be promoted in the first instance and thereafter the Stenographers will be promoted".

There are further observations showing that when recruitment to a certain cadre of Officers is being made out of two different sources, the guiding principles in the fixation of seniority among the persons drawn from different groups could be either to arrange the list as per the merit i.e. as per the marks obtained at the examination or to arrange the seniority by a system of rotation or by fixing a particular ratio. In paragraph 18 the High Court observes as follows:—

"No authority has been placed before me to show that the mere preparation of a panel of persons who have qualified at an examination confers any right upon the parties in the matter of priority as regard promotions. It has to be remembered that though all the successful candidates have been put in a single panel, they have not yet been integrated into a single unit of Staff Officers Grade II. Until they are so promoted they retain their differential character viz. as Clerks and Stenographers. So long as this distinction continues to exist it is open to the authorities to adopt different principles with respect to different classes."

40. In paragraph 20 of the judgement it is reiterated that those who have passed at the qualifying examination do not acquire any right to promotion by merely being put-in a panel. In following the decision in Ganga Ram v. Union of India (supra) it is said that the effect of passing at the qualifying examination is only to remove a hurdle in their way for further promotions to the posts of Staff Officers Grade II.

41. In the penultimate paragraph of this decision the High Court has remarked:

> "To avoid frustration and dissatisfaction among the Stenographers, I may suggest that the Reserve Bank may frame suitable rules for fixing the seniority among the Staff Officers Grade II, on some rational and equitable principles i.e. by length of service or marks obtained at the qualifying examination or by adopting a reasonable ratio between the two classes, so that the chances of further promotions for the Stenographers may not be illusory."

On behalf of the Reserve Bank it is said that the circular of the year 1979 is issued in deference to these observations, incidentally of the year 1973.

42. The effect of empanelling can be said to granting eligibility to the employee for promotion. That does not confer any right for promotion. This principle can be deduced from the observations made in the different judgements. In Ganga Ram's case (supra) Supreme Court interpreted a particular rule and said that, that rule did not confer any right to immediate promotion. Passing of the qualifying examination gave the benefit of removing one hurdle and becoming eligible for being considered for promotion. This has been taken as the ratio of the decision by the Andhra Pradesh High Court, although the Supreme Court interpreted a particular provision in the Railway Manual. In Mohan Lal's case (supra) the panel was automatically exhausting after a year. Supreme Court said, inclusion of the name in the list gave the person only inchoate right for appointment. In Siddique's case (Supra) person in the panel was rendered unfit subsequently, and the Supreme Court in that contest said, empanelling conferred a limited right of being considered for promotion that is considered eligible for promotion.

43. Picking up the last line of reasoning it is said by the Bank that making a person eligible for promotion is no better than saying that he has a chance for promotion, that chance can be disturbed anytime and therefore all that, cannot be looked upon as a condition of service. Two decisions were relied upon in support of that proposition. One is R. S. Deohdar V. State of Maharashtra 1974 I L. L. J. 221. Another is Mohammad Shujat Ali v. Union of India 1976 II L. L. J. 115. The first Case relates to the rules of recruitment to the post of Dy. Collectors made applicable after the reorganisation of state of Bombay and the quesion considered is whether the rules were violative of article 16 of the constitutions. The relevant contention is found as item no. (B) in paragraph 8 of the judgement at page 227. The whole dispute arose because the earlier allocated Tahsildars from ex-Hyderabad State could be recruited to all vacancies in the posts of Dy. Collectors in ex-Hyderabad State. Under the rules framed after the reorganisation only 50% of such vacancies were reserved for them. The contention that the rule was invalid as not having been made after taking the previous approval of the Central Government as per proviso to Section 115 Sub-section (vii) of the States Reorganisation Act, 1956, was rejected. It is observed in paragraph 16 page 230 as follows :—

> "All that happened as a result of making promotions to the posts of Dy. Collectors divisionwise and limiting such promotions to 50% of the total number of vacancies in the posts of Dy. Collectors was to reduce the chances of promotion available to the petitioner. It is now well settled by the decision of this Court in State of Mysore v. G. B. Purohit C. A. N. 2281 of 1965 decided on 25-1-1967 that though a right to be considered for promotion is service, mere chances of promotion are not. A rule which merely affects chances of promotion can not be regarded as varying a condition of service.

44. In Mohammad Shujat Ali's case (supra) again there was the question of non-graduate Supervisors in erstwhile Hyderabad State entitled to 50% of the vacancies for the post of Asst. Engineers but under the Andhra Pradesh rules only one-third of such posts were available to non-graduate Supervisors. On a similar agrument as in the case of Tahsildars the applicants could not succeed. Reading paragraph 15 of the judgement would show that the first leg of the argument of the petitioners that the posts of sub-Engineers were equated with those of Asst. Engineers and therefore their right to be considered for promotion under the conditions of service applicable to them immediately prior to 1st November, 1956 extending to 50% of the posts was not accepted. The argument based on the plea of violation in the conditions of service in regard to promotion was also rejected. In that connection the observations in paragraph 16 read as follows :—

> "It is true that a rule which confers a right of actual promotion or a right to be considered for promotion is rule prescribing a condition of service. This proposition can no longer tobe disputed in view of several pronouncements of this Court on the point and particularly the decision in Mohammad Bhakar v. Krishna Reddy 1970 S. L. R. 768 where this Court speaking through Mitter J. said "Any rule which affects the promotion of a person relates to his condition of service". But when we speak of a right to be considered for promotion, we must not confuse it with mere chance of promotion the latter would certainly not become a condition of service".

The two decisions however can easily be distinguished. There was no scheme framed which was brought into effect or which was withdrawn. There was only the general reservation of seats and consequent general anticipation about the likely promotion. No petitioner could be said to have gone further than that unlike in our case where there is the qualifying examination and the petitioners have passed that examination. The tussle is about the integration in the promoted cadre.

45. Mr. Sundaram however says that the scheme is only an administrative scheme which can be withdrawn or amended by the Bank in its discretion. For understanding the nature of the scheme, he relied upon Reserve Bank of India v. N. C. Paliwal A.I.R. 1976 Supreme Court 2345 and he also referred to R. V. Joshi v. L. I. C. 1975 (I) L. L. J. 501 for saying that the schemes can be withdrawn. In the first case combined seniority scheme of 13-5-1972 (circular No. 9) was under attack. The scheme has survived that attack by reason of the Supreme Court upholding the same. Earlier the optee scheme of 1965 was introduced by the Reserve Bank with the object of equalising the promotional opportunities of Grade II Clerks in the General

Departments with those of Grade II Clerks in Specialized Departments by giving an option to the former to be absorbed in the latter having the same promotional opportunities as the original Grade II Clerks in the Specialised Departments. Before the turn of petitioners for promotion in Specialized Departments could come vacancies occurred in the General Departments which the petitioners had left and which vacancies were filled by incumbents from General Departments so that employees junior to the petitioners held the promoted posts in General Departments. By reason of the introduction of combined seniority Scheme such juniors promoted to the senior posts could get absorbed in the combined list over and above the petitioners, and therefore the scheme was challenged as violative of Articles 14 and 16. It was held that there was no assurance given by the Reserve Bank that the promotional opportunities available to the Grade II Clerks in the Specialized Departments will not be diminished. The combined seniority scheme affected the promotional opportunities of all Grade II Clerks in the Specialized Departments irrespective of whether they were original or transferee Grade II Clerks. It is further said that the Reserve Bank did not undertake that it will not take any step for bringing about total integration of the clerical services until all the transferee Grade II Clerks were promoted. The Reserve Bank was entitled to introduce the combined seniority scheme at any time it thought fit. In reference to the transferee petitioners not having obtained promotion in the Specialized Departments, it is said that it cannot be helped. It is all part of the incidence of service and in law no grievance can be made against it. In paragraph 12 it is observed :

> "Undoubtedly it would cause heart-burning amongst the petitioners to find that Grade II Clerks junior to them in the General Departments have become Grade I Clerks in the integrated service while they still continue to be Grade II Clerks, but that is a necessary consequence of integration. Whenever services are integrated some hardship is bound to result. Reasonable anticipation may be belied".

Argument based on Article 14 and 16 was rejected by saying that the Articles do not forbid the creation of different cadres for Government services. Equally the two articles cannot stand in the way of the State integrating different cadres into one cadre. In respect of the question of seniority adopted with combined seniority scheme the observations in paragraph 16 are :

> "There can be no doubt that it is open to the State to lay down any rule which it thinks appropriate for determining seniority in service and it is not competent to the Court to strike down such rule on the ground that in its opinion another rule would have been better or more appropriate. The only enquiry which the Court can make is whether the rule laid down by the State is arbitrary and irrational so that it results in inequality of opportunity amongst employees belonging to the same class".

This pronouncement of the Supreme Court shows that the scheme framed for combined seniority by circular No. 9 of 13-5-1972 is not invalid or not violative of Articles 14 & 16 of the Constitution. The promotional scheme would be in exercise of the power under Regulation 29 of the Staff Regulations. The Regulations are framed under Section 58 of the Reserve Bank of India Act and I fail to see how the scheme could be called Administrative scheme only.

46. R. V. Joshi v. L. I. C. 1975 (I) L.L.J. 501 is relied upon to show that an administrative scheme can be withdrawn, it cannot raise any enforcible right. That does not however appear to be the ratio of the decision. No doubt the petitioners were denied any relief although special pay granted to them under the scheme framed by L. I. C. stopped because the scheme was withdrawan. But that is because of the considerations of the reliefs that could be granted in a writ petition. The question posed was whether the scheme was in the nature of a contract of service or whether it was law or had the force of law. In the opinion of the High Court there was no power in the Corporation to make the subordinate legislation in the nature of the scheme and therefore the scheme of July 31, 1971 was not law. The scheme therefore was taken as falling in the category of administrative instructions which are not law and which are not directions having the force of law and hence no relief under Article 226 was granted. I do not think this decision would help us. The Tribunal is exercising jurisdiction to find out service conditions, and an administrative scheme can well form part of service conditions. That character of the scheme will have to be decided on other considerations.

47. For high lighting service conditions reliance is placed on Naba Krishna Chakravorthy v. Calcutta State Transport Corporation 1980 (I) L.L.J. 92. That decision shows that the conditions of service are salary, gratuity right to pension leave etc. Facts of the case however may have to be noted. Conductors of Calcutta State Transport Corporation worked as Cashiers for a long time without being appointed as Cashiers. They had not paid any deposit normally required of appointed Cashiers. When conciliation proceedings were pending Cashiers work was not assigned to them. They were asked to work as Conductors only. Objection to such a change was taken but that was not upheld. The claim that they were reverted failed as there was no appointment to higher post as such and mere performance of duties of a higher post does not have the effect of temporary appointments while saying that the actual work or duties to be performed can not form part of the conditions of service contemplated under Section 33(1)(a) of the Industrial Disputes Act, it is observed "Conditions of service must be the Salary, gratuity, right to pension leave etc. pertaining to the post of the petitioners". These observations in the very nature of it can not be taken as exhaustive and hence they will not be of help for negativing the contentions of the petitioners in our complaints.

48. With the help of the cases discussed we have to determine whether when the scheme for promotion is changed it affects only the chances of promotion or whether any right that has accrued to the persons in the panel, is infringed although simply remaining in panel could not be said to be equivalent to getting or obtaining a promotion because there could be good reasons for the displacement of a person even after his name is included in the panel.

49. A resume of the cases cited would show that granting promotion is a matter of internal management and not to promote any person to any post is not prejudicial alteration of the conditions of service. Therefore, if any individual non-promotion is challenged the person cannot succeed unless he shows that the discretion vested in the management is exercised arbitrarily, capriciously or mala fide.

50. When there is a system of empanelling, then as held in Ganga Ram's case (supra) the benefit accruing to the empanelled person is that one hurdle is removed and the person empanelled becomes eligible to be considered for promotion. It however gives only an inchoate right for appointment. When however we come across cases where certain posts are reserved and there is a general anticipation or expectation of promotion a change in the reserved quota or reduction in the number of those vacancies would only amount to reduction in the chances of promotion. No question of conditions of service arises there.

51. Under the scheme framed by the Reserve Bank for promotions, an examination is held and thereafter there is empanelment. As the the learned counsel for the Bank informed this panel is permanent, every year names are introduced in it at the appropriate place depending upon the passing of the examination and the set of rules applicable for giving a particular place in the panel. The judgement of the Andhra Pradesh High Court upon which reliance was placed, V. A. Shankar v. Reserve Bank of India (supra) calls this empanelling as not conferring any right upon the parties in the matter of priority as regards promotions. And it has also been further held by the learned Judge that as long as the persons in the panel are not included into a single unit of promoted officers, they retain their differential character viz. as Clerks and Stenographers (vide paragraph 18 of the judgement). It is further added, so long as this distinction continues to exist it is open to the authorities to adopt different principles with respect to different classes. Therefore, there is an elasticity in the matter of application of principle for promotion. These observations made by the High Court at the time of deciding a writ petition to find out whether the scheme is violative of Article 14 and 16 of the Constitution do not accord with the observations of the Supreme Court laying down the tests for conditions of service.

52. The Supreme Court in Mohammed Shujat Ali's case (supra) disallowed the petition when the 50% quota of vacancies for non-graduate Supervisors from the erstwhile Hyderabad State for becoming Asst. Engineers was reduced to one-third. That is because the Court has held that there was a mere chance of promotion. In paragraph 16 of the judgement however the Court has affirmed the principle that a rule which confers a right of actual promotion or a right to be considered for promotion is a rule prescribing a condition of service. The broader proposition laid down in Mohammed Bhakar's case 1970 S.L.R. 768 (supra) that any rule which affects the promotion of a person relates to his condition of service has also been reaffirmed but with a caution that the right should not be confused with a mere chance of promotion because the latter would certainly not be a condition of service.

53. The Schemes of 13-5-1972 speaks of the qualifying test in the I paragraph, II paragraph is devoted to the number of candidates for the qualifying test. II (a) refers to an estimate of the number of vacancies, II (b) prescribes eligibility conditions for non-clerical cadre to appear for the test, II (c) refer to similar conditions for Stenographers, Tellers and Personal Assistants. Paragraph III provides for the list of successful candidates and Sub-paragraph (a) of Paragraph III provides that the Board will convey to the Bank the results of the written test. They will assess the service record of candidates who have passed the written examination and declare those of them to be fit for promotion whose service record is found by them to be not unsatisfactory. Paragraph III (b) and III (c) relate to persons whose record is required to be examined and in case the review ends in favour of the candidate, he is taken as entitled to promotion. The word 'entitle' is used in connection with the candidate who has to undergo review and who successfully comes out of it. As far as those who are approved immediately after the screening of the record, the words used are, declaring them fit for promotion. The narrow point for consideration therefore is whether this declaration of being fit for promotion could be interpreted as giving them a chance for promotion or whether it could be looked upon as a condition of service. If a person is found fit for promotion he may not have an immediate right or a right of actual promotion but it can surely be said that he has a right to be considered for promotion. He acquires it after passing the test and after his individual service record is screened. I fail to see how this right could be called an inchoate right for promotion in the sense of it being a mere chance for promotion though of course his name can be removed if any subsequent event renders him unfit for promotion. That is to say his right is snatched away from him on justifiable grounds. Infringement of that right in such circumstances does cause prejudice to him, but it is on justifiable grounds. Empanelled person cannot simply be promoted but equally he cannot simply be dislodged. To speak in terms of the quoted reference in Mohammed Shujat Ali's case if the rule is made which affects the promotion, which was otherwise in view of the employee that could be said to be effecting the conditions of service. To understand the nature of the right acquired by the empanelled employee, it may be noticed that some of them have officiated in the higher posts though they may have been reverted not necessarilly for the reason of the present empanelment but it shows that the promotion was very much in their hand and the same is now sought to be postponed. This is a situation completely different from the situations considered by the Supreme Court in the case of Tahsildars or non-graduate supersvisors from the Ex-Hyderabad State. It may be that the change in every empanelment may not amount to affecting the promotion as in the case of para 49 of the Indian Railway Manual. But on the scrutiny of the empanelment under circular no. 8 of 13-5-1972 issued by the Reserve Bank of India, I am of the view that prejudicially affecting that empanelment is affecting the conditions of service.

54. It is true that the complainants are harping on their lost seniority. But it is they who opted for the switch-over and that being their voluntary act they cannot think in terms of not having lost their two-third service, until and unless something happens whereby they can regain their lost service. Otherwsie the period of service of all the complainants is less than that of the Stenographers. It is not known why that should not be the way of reckoning the tenure more so when the Supreme Court in N. C. Paliwal's case (supra) in upholding the combined seniority scheme observed has in paragraph 16 as follows :—

> "The Reserve Bank therefore decided that one-third of the non-clerical service rendered by employees coming from non-clerical cadres should be taken into account for the purpose of determining seniority. This rule attempted to strike a just balance between the conflicting claims of non-clerical and clerical Staff and it cannot be condemned as arbitrary or discriminatory".

55. But the prejudice to the complainants need not be viewed on that line of reasoning alone. It may be that the Stenographers, Personal Assistants and Tellers belong to other class of service. But they were not eligible for appearing for the test until completion of 15 years service. That period is now reduced to 10 years and other conditions like minimum standing as Stenographers etc. or the period of training or the place to be given in the hand are mopified and that has suddenly changed the entire picture in relation to Clerks in general and persons like complainants in particular. Prospects of those waiting for empanelment and those in the panel are affected and at least so far as the later class is concerned it has as discussed above affected their conditions of service. It is hence that the alteration is to the prejudice of the employees concerned.

56. At this stage another argument advocated on behalf of the Bank can be taken into consideration. It is said that although the scheme is altered, conditions of service applicable to the petitioners are not altered. What is stated that is conditions of service of the Clerks have remained unchanged, only a concession has been granted to the Stenographers and others. Apparently, the argument is based on the text of the circular No. 6 of 1979 which does not make any change worth noticing as regards the Clerks Grade I. Of course the existing condition for grant of exemption to the clerical staff from appearing for extra papers in "Practice & Law of Banking" and "Book-Keeping & Accounts" is relaxed by reducing the period of service in Class III from 15 years to 10 years. But that again is also a concession and that does not make any difference for the discussion of the topic. What is done is giving weightage to others viz. Stenographers, Personal Assistants etc. This is given to such an extent that many Clerks who would never have anticipated any competition from a number of Stenographers etc. are faced with the Situation of they competing and getting a place for above them in the select list. I would therefore feel that it is fallacious to say that the conditions of service of the Clerks are not altered. Perhaps we can compare this position with the Bank introducing a large number of direct recruits suddenly when proceedings are pending before the Tribunal and Promotion is one of the items before it. The alteration made during the proceedings which has an impact on the conditions of the Clerks in the panel would in my opinion remain the alteration in their conditions of service and the same is prejudicial to them.

57. It has been argued by Mr. Dudhia for the petitioners in NTB-3 of 1980 that Section 9A of the Industrial Disputes Act is attracted and that therefore it was not at all open to the Bank to make the changes without giving any notice of change. Notice of change is compulsory under Section 9A for effecting any change in the condition of service applicable to any workman but that should be in respect of any matter specified in the 4th Schedule. The 4th Schedule consists of 11 items. Argument was concentrated only on items No. 8 and 9. Item No. 9 does refer to introduction of new rules or alteration of existing rules. But that relates to rules of discipline and the entire item is covering the discipline aspect. In my opinion that item cannot be invoked when the scheme for promotion is changed.

58. Then Mr. Dudhia relied upon item No. 8 which runs as follows :—

"Withdrawal of any customary, concession or privilege or change in usage".

He said that by making the change the Bank has changed the usage. There also the argument appears farfetched. The item will have to be read as a whole. The impression one gets upon such reading is that it relates to some concession, some privilege, some advantage which is more in the nature of concession given or obtained by reason of practice prevalent. Framing of the rule for promotion is a distinct activity and I do not think item No. 8 is attracted. The objection based on rule 9A therefore fails.

59. This brings us to the question, as to the relief to be granted to the complainants. Mr. Dudhia argued that the scope of Section 33A is very wide and once the contravention of Section 33 of the Industrial Disputes Act is proved, the Tribunal has to adjudicate upon the complaint as if it were a dispute referred to or pending before it in accordance with the provisions of the Industrial Disputes Act. Mr. Dudhia therefore says that the whole dispute has to be looked into through the medium of these complaints. He invites me to pass orders to the extent of granting seniority to the complainants right from the date they joined the service. In other words he argues that the relief to be granted to the complainants would not be complete unless their lost services is restored. It is only after the complainants and Stenographers etc. are brought on par by calculating the seniority of each from the date of joining the Bank that justice can be done. These wide prayers also contained in the prayer clause of complaint No. 3 of 1980 are denied by Mr. Sundaram for the Bank. According to him in the present case if the modifications are found to be contravening the provisions of section 33 then the order that could be passed is quashing the circular no. 6 of October 10, 1979.

60. The topic regarding the scope of jurisdiction under Section 33A has been fully discussed by Malhotra on the Law of Industrial Disputes, IInd Edition, page 891 onwards. It is no doubt true that the complaint is as if to be looked upon as a dispute referred to the Tribunal. The jurisdiction of the Tribunal under Section 33A is far wider than the limited jurisdiction under section 33 to remove or retain the ban. It will however appear that the wider jurisdiction attains singificance when the Tribunal is concerned with the dismissal of a workers and the question arises whether or not reinstatement could be granted. A further question arises whether even if the order of dismissal is found to be otherwise defective whether appropriate relief as contemplated under Section 11A of the Industrial Disputes Act could be given so that the management will have the opportunity to justify on merits the order of dismissal. Those questions have been answered in the affirmative, but to say that the scope of the present inquiry would be to discard the combined seniority scheme which has been approved by the Supreme Court looks to me not fitting in the scope of the jurisdiction under Section 33A. The changes effected do not directly relate to the total length of service of competing employees nor does it appear that restoring the original service is the only relief. There can be more than one alternative methods to do justice between the two classes and hence also the submission made by Mr. Dudhia does not appear to be acceptable. As it happens, in the main reference, arguments are being addressed on the very question whether the issue regarding the demand for restoration of lost service falls to be decided in the item "Promotion" and if yes, whether such a relief should be granted. That discussion cannot be scotched in the present complaints. The complainants' objective will be realised as soon as the promotions under the amended scheme are rendered nugatory. In the circumstances the relief that could be granted to the complainants is by directing that the circular having been issued during the pendency of the proceedings is ineffective. Even if certain promotions have already taken place under it a status quo will have to be restored.

61. One more point pressed on behalf of the Bank in respect of complaint No. 3 of 1980 is that the 8 persons listed in paragraph 9 of the reply cannot present this petition. There are in all 14 complainants. In paragraph 9 of the reply it is pointed out that the 8 applicants have availed of the exemption from two papers by reason of reduction in the period of service from 15 years to 10 years and having derived that benefit it would not be open to them to attack the circular. Although the wider prayer made in their petition was to bring all the employees on par by reckoning the full service of each one, and in that perspective the circular has not been treated as invalid, in view of the discussion so far made, the objection raised that they cannot approbate and reprobate looks sound. Since the circular is ineffective and invalid the status quo ante is to be restored. That means that the said circular was as if not issued at all so that 8 persons not eligible under the unamended scheme cannot be taken to have qualified in the test.

62. In the result the following order is passed :

ORDER

Circular No. 6 of October 10, 1979 it found to be contravening Section 33 of the Industrial Ditputes Act. Effect of

it is rendered nugatory. The Status quo ante is restored. No promotion made under it even before the passing of his order, if any is valid. Bank to act accordingly.

Sd/-
(C.T. DIGHE)
Presiding Officer.

APPENDIX 'G'

CONFIDENTIAL
Reference No. NTB-1/79/15/80.
From :

Justice : C.T. Dighe Esqr.,
B.A. (Hons.) LL. M.,
Presiding Officer,
National Industrial Tribunal
City Ice Building, 4th Floor,
Perin Nariman Street, Fort,
BOMBAY-1
March 15, 1980

To

The Secretary of the Government of India,
Ministry of Labour,
Shram Shakti Bhavan, Rafi Marg.
New Delhi-110 001.

Dear Sir,

Industrial dispute between the Employers in relation to the Reserve Bank of India and their Class III workmen.

Please refer to Government's notification dated 16th June, 1979 constituting the National Industrial Tribunal with headquarters at Bombay and appointing me as its Presiding Officer and referring for adjudication the above industrial dispute.

2. I have since taken up the hearings in the dispute which were stayed for a considerable time because of certain proceedings in the Calcutta High Court.

3. The Reserve Bank of India and the All-India Reserve Bank Employees' Association have entered into a settlement dated 28th September, 1979 and certain other settlements. Both the Bank and the Association have prayed that the National Industrial Tribunal should approve the said settlements and make a consent award in terms thereof. After hearing the Counsel for different parties permitted to address this Tribunal, it appeaas necessary to find out whether the said settlements between the Bank and the Association are acceptable to the vast majority of the Class III employees of the Bank. For this purpose, I have decided to ascertain the views of individual Class III employees at the various centres where the Bank and its associate institutions, namely the Agricultural Refinance and Development Corporation and the Deposit Insurance and Credit Guarantee Corporation, have their offices. (I am informed that these two associate institutions do not have any separate staff of their own and their staff are drawn from the Reserve Bank of India). I have drawn up a detailed procedure for ascertaining the views of the employees, a copy whereof is annexed. The Asst. Labour Commissioner at each centre where the Bank or its associate institutions has an office would be of immense use for the purpose of ascertaining the views of the Class III employees concerned. Annexed hereto is a list of places where the Bank and its associate institutions have office and particulars of the Assistant Labour Commissioner/Labour Enforcement Officer having jurisdiction in respect of the said Office.

4. I shall be glad if instructions are issued to the various Assistant Labour Commissioners, if necessary, through the Regional Labour Commissioners concerned, directing them to make available to me their services for the purpose. A copy of your letter to the Regional Labour Commissioners/Assistant Labour Commissioners may please be endorsed to me to take follow-up action. The Regional Labour Commissioners/ Assistant Labour Commissioners concerned may be instructed to get in touch with me directly for the purpose.

5. As I propose to commence the opinion poll by about the 14th of next month, I shall be glad if immediate action is taken in the matter.

Yours faithfully,
Sd/-
(C.T. DIGHE)
Presiding Officer

Encls.
PP 1 to 6.

D.O. No. 17(5)/80-Con.IV

ISHWARI PRASAD, Chief Labour Commissioner (Central) (Ministry of Labour), Shram-Shakti Bhawan, Rafi Marg, New Delhi-110001

Mr. Justice C.T. Dighe, Presiding Officer, National Industrial Tribunal, Bombay dealing with the adjudication reference about the wage structure etc., of Class-III employees of the Reserve Bank of India, wishes to conduct an Opinion Poll and ascertain the wishes of the individual employees at the various centres of the RBI and its associate institutions viz., the Agricultural Refinance and Development Corpotion and the Deposit Insurance and Cerdit Guarantee Corporation, about the extent of acceptability amongst the Class-III workmen of a bipartite settlement reached on 28th September, 1979, between the management of the RBI and the All-India Reserve Bank Employees' Association and certain other settlements. For this purpose Justice C.T. Dighe wants the assistance of our officers, at the 21 Centres, as in the margin, where the Bank and its associated institutions have their offices.

BOMBAY
Bombay
Nagpur, Pune

AMJER
Ahmedabad,
Jaipur

MADRAS
Bangalore,
Madras,
Trivandrum,
Cochin

JABALPUR
Bhopal,
Indore,
KANPUR
New Delhi,
Chandigarh,
Jammu, Kanpur,
Lucknow

CLACUTTA
Calcutta,
Gauhati

BHUBANESWAR
Bhubaneswar

DHANBAD
Patna
HYDERABAD
Hyderabad.

Please ensure to spare the services either of an ALC or LEO, having jurisdiction over the concerned Centres within your region for helping Mr. Justice Dighe in this work. The detailed instructions as to the exact nature of the work to be performed by your officers as also the exact date of the Opnion Poll may be awaited from Mr. Justice Dighe.

Please acknowledge receipt of this letter.

Your Sincerely,

Sd/- 28-3-80
(Ishwari Prasad)

Copy forwarded to Mr. Justice C.T. Dighe, Presiding Officer, National Industrial Tribunal, City Ice Building, 4th Floor, Perin Nariman St., Fort, Bombay-1, with reference to this letter No. NTB-1/79/15/80, dated March 15, 19 80 addressed to the

Secretary, Ministry of Labour, New Delhi. He is requested to communicate to the Regional Labour Commissioners (Central) concerned the exact nature of work that he is expecting from our officers to do on the day of the Opinion Poll and also indicate the exact date of the Opinion Poll to them so that they alert the officers concerned.

By Insured Post
Insured for Rs.100/
From : Mr. Justice C.T. Dighe,
B.A. (Hons.), LL. M.
Presiding Officer,
National Industrial Tribunal,
City Ice Building,
Perin Nariman Street,
Fort, Bombay-400 001.

To :

The Regional Labour Commissioner (Central),
.....
.....
.....

Dear Sir,

Before the National Industrial Tribunal at Bombay—
Reference No. NTB-1 of 1979—

Industrial dispute between the employers in relation to the Reserve Bank of India and their Class III workmen—Conduct of Opinion Poll—Procedure for

Please refer to the letter D.O. No. 17(5)/80-Con. IV addressed to you by the Chief Labour Commissioner (Central) Ministry of Labour, Shram Shakti Bhavan, New Delhi on the above subject, a copy whereof has been endorsed to this Court. A copy of the said letter is enclosed for ready reference.

2. I am addressing this letter in connection with the conduct of the Opinion Poll at the.....centre, I have decided that the poll at that centre should be held on.....April 1980. The detailed procedure to be followed for conducting the Opinion Poll is discussed in the Annexure I hereto, which is amplified by Annexure II.

3. I intend to depute a representative of the Court as observer to observe the conduct of the Poll. The observer deputed should be given all facilities to observe the Poll.

4. If there are a very large number of eligible employees at your centre, you may please consider deputing sufficient number of Assistant Labour Commissioners/Labour Enforcement Officers for conducting the Opinion Poll.

5. As at the.....centre there is only an Assistant Labour Commissioner/a Labour Enforcement Officer, I am endorsing a copy of this letter to the Assistant Labour Commissioner/Labour Enforcement Officer,..... for his information and further action. You may please contact the said official immediately over the telephone and instruct him to take further steps in pursuance of this letter, please acknowledge receipt by telegram and advice me by letter, the further steps taken by you in this regard.

Yours faithfully,
Presiding Officer,
Encl.
Endt. No.
Copy, together with a copy each of the two Annexures and ....ballot papers and other enclosures as per enclosed list, forwarded by insured post to the Assistant Labour Commissioner/Labour Enforcement Officer,..... He may please acknowledge receipt of this letter and its enclosures by telegram, followed by a letter. The Opinion Poll may be conducted in accordance with the instructions contained in the Annexures, in consultation with the officer-in-charge of the office of the Reserve Bank at your centre. I intend to depute a representative of the Court to act as an observer to observe the conduct of the Opinion Poll. The observer deputed should be given all facilities for observing the conduct of the Poll.

Encls :

Copy forwarded to the
Reserve Bank of India,

He may please extend all facilities to the Polling Officer and the observer deputed by the Court for the conduct of the Opinion Poll at his centre. A copy each of Annexures I and II are enclosed.

Encls :

ANNEXURE—I

Procedure for ascertaining whether the settlements between the Reserve Bank of India and the All-India Reserve Bank Employees' Association are acceptable to the Class III employees of the Bank

1. Preliminary

Ballots will be held at the various offices of the Reserve Bank of India and its associate institutions, namely the Agricultural Refinance and Developement Corporation and the Deposit Insurance and Credit Guarantee Corporation, for ascertaining whether the following settlements between the Bank and the All-India Reserve Bank Employees' Association are acceptable to the Class III employees, namely:—

(i) Memorandum of Settlement dated 28th September, 1979.
(ii) Supplemental Agreement dated 21st November, 1979; and
(iii) Supplemental Agreement dated 12th March, 1980.

2. Preparation of list of Class III employees concerned

Each office of the Bank/associate institution would prepare a list of Class III employees working in the Bank on or after 1st September, 1978 but till 29th February, 1980 and of employees who were, between these two dates, substantively in class III, though they might be officiating in Class I. The list would be displayed on the notice boards of the respective offices and also made available for inspection at a specified place in each Department/Section. Copies of the lists will be sent to the Tribunal at Bombay.

3. Printing of ballot papers

Ballot papers will be printed by the Bank in different series, say series A,B,C, etc. in separate books of 100 each, each book serially numbered. The ballot papers will be serially numbered with perforations. A proforma of a ballot paper is enclosed. 20,000 papers will be printed by the Bank as it is stated that there are about 16,000 Class III employees. The papers will be delivered to the Tribunal for being distributed among the various Assistant Labour Commissioners concerned.

4. Making copies of the settlements

The Bank will arrange to make copies of the settlements and circulate them to the staff concerned.

5. **Manner of ascertaining the views of the Class III employees**

(a) The employees concerned will be asked to indicate on the ballot paper whether or not they accept the settlements. This will be indicated by scoring off the block on the ballot papers which is not the option.

(b) A date will be fixed for ballot at each centre. On the date fixed for a particular centre, the Asst Labour Commissioner (Central) concerned or in case he is not available, the Labour Enforcement Officer, would go over to the office of the Reserve Bank of India/associate institution. The Asstt. Labour Commissioner/Labour Enforcement Officer will be furnished with copies of the list of eligible Class III employees. An officer of the Bank will be present in the room to identify each Class III employee. On his being identified, the Asstt. Labour Commissioner/Labour Enforcement Officer will issue him a ballot paper after noting down against the employee's name in the list the number of the form issued to him. The ballot forms will bear the stamp of both the Tribunal as well as the Asstt. Labour Commissioner/Labour Enforcement Officer. The employee will be asked to sign on the counter-foil of the ballot paper in token of his having been issued the ballot paper. The employee will mark his option in private. A box will be kept in front of the Asstt. Labour Commissioner/Labour Enforcement Officer for the purpose. The employee will drop the ballot paper in the said box. A representative of the Tribunal will be present at each centre and will be associated with the proceedings. The Asstt. Labour Commissioner/Labour Enforcement Officer will seal the box and send the box by air-freight to the Tribunal at Bombay. Wherever possible the representative of the Tribunal will also affix his seal. So far as the Bombay centre is concerned, the boxes will be delivered personally to the office of the Tribunal at Bombay by the Asstt. Labour Commissioner/Labour Enforcement Officer concerned. The Asstt. Labour Commissioner/Labour Enforcement Officer will also forward separately the list of employees in which he has noted down the number of the ballot paper issued to each employee.

6. Manner of ascertaining the views of employees who are not available in the office on the date of the poll, either due to being on leave or on tour.

(a) In the case of an employee who is on leave/official tour, the Asstt. Labour Commissioner/Labour Enforcement Officer will send, by registered post A.D., the ballot form to the employee at his leave address/address at which he is expected to be on a particular date. The employee will be asked to indicate his preference in the ballot form and to return the form to the Asstt. Labour Commissioner/Labour Enforcement Officer by registered post. The fact that the form has been sent by post to the employee will be noted down in the counter-foil of the form by the Asstt. Labour Commissioner/Labour Enforcement Officer. The form should be returned in a double envelope, the outer envelope will be marked "To be opened by the Asstt. Labour Commissioner/Labour Enforcement Officer only" and the inner envelope will be marked "To be opened by the National Industrial Tribunal at Bombay". The Asstt. Labour Commissioner/Labour Enforcement Officer will allow at least 10 days time to the employee to return the form. On the expiry of 10 days, all envelopes revceived by the Asstt. Labour Commissioner/Labour Enforcement Officer, will be sent by insured post to the Tribunal at Bombay with a covering letter. Any form received later after the expiry of 10 days will also be sent to the Tribunal from time to time with a covering letter. In the covering letter the Asstt. Labour Commissioner/Labour Enforcement Officer will indicate the number of forms sent by him by post to the employees, the number of forms received back by him and the number of forms yet to be received as on the date the forms were being forwarded to the Tribunal.

7. **Counting of ballots**

This will be done by the Tribunal at Bombay.

ANNEXURE II

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

Reference No. NTB. 1 of 1979

Industrial dispute between the employers in relation to the Reserve Bank of India and their Class III workmen ascertaining whether certain settlements between the Reserve Bank and the All-India Reserve Bank Employees' Association are acceptable to the Class III employees

1. Preliminary:

This note is in continuation of Annexure I which sets out the procedure for ascertaining the views of the Class III employees of the Bank whether certain settlements between the Bank and the AIRBEA are acceptable to them.

2. Copies of the Settlement:

One set of the following settlements are enclosed—

(i) Memorandum of Settlement dated 28th September, 1979;

(ii) Supplemental Agreement dated 21st November, 1979; and

(iii) Supplemental Agreement dated 12th March, 1980.

3. Preliminaries for Conducting the poll:

The Regional Labour Commissioner/Assistant Labour Commissioner/Labour Enforcement Officer who is conducting the poll at a particular centre, should make preliminary arrangements to facilitate smooth conduct of the poll. He should immediately get in touch with the officer-in-charge of the Reserve Bank of India at that centre and obtain from him the list of employees at that centre referred to in paragraph 2 of Annexure I. He should also inspect the premises where the opinion poll is to be conducted and ensure that facilities for conduct of the poll are adequate.

4. Polling booths:

To facilitate completion of the poll on the same day there should be one polling booth per about 600 employees. If the number of employees at a centre so warrants, there should be more than one polling booth at that centre calculated roughly on that basis and arrangements made accordingly.

5. Commencement and closure of poll:

The polling should start about half-an-hour before the commencement of the office hours at a centre and conclude half-an-hour after the closure of the office hours.

6. Office work not to be dislocated:

The poll should be so arranged as to ensure that there is minimum dislocation of office work. If there is a Cash Department or Banking Department or Issue Department at the centre having dealings with general public, it should be ensured that the counter staff are not disturbed in the forenoon and the polling in respect of such staff should be held in the afternoon after closure of banking hours, so that services to the public are not affected in any manner.

7. Conduct of the poll department-wise:

The poll may be conducted department-wise to facilitate identification. The booths or the timings for voting for each Department may be conveniently arranged. The possibility of the booths being different floors for different departments

may also be considered. If the offices of the Bank or its associate institutions are located in more than one building at a Centre and there is only one Polling Officer, the Polling Officer may divide the polling timings between the buildings in consultation with the officer-in-charge of the Reserve Bank at that centre.

8. Manner of conduct of the poll:

(a) As regards the actual conduct of the poll, the procedure indicated in Paragraph 5 of the note marked Annexure I may be followed depending upon the exigencies of each case. It should be ensured in advance of the polling date that the ballot forms are all stamped by the usual office seal/stamp and initialled by the Polling Officer by way of authentication.

(b) The eligible employees should be asked to enter the room allotted for the purpose one by one after being identified by the officer of the Bank deputed for the purpose. Thereafter, the employee should be asked to sign the counterfoil of the ballot paper at the space provided therefor. The employee should mark his option in private so that nobody observes the manner in which his option is marked. Thereafter, he should drop the ballot paper in a box to be kept within the view of the Polling Officer. The box selected for the purpose should be a thin box, but sufficiently strong, with a slit for dropping ballot paper. The box should be such as could be sent by air-freight to the office of the Tribunal at Bombay. The box should be of the dimensions 12″ × 9″× 6″ or thereabout which can contain about 500–600 ballot papers. Perhaps thick aluminium school-boy box would serve the purpose.

9. Advance intimation of the poll:

Advance intimation should be given to the employees at each centre about the timings of the poll and the places where the poll will be held. This may be done in consultation with the officer-in-charge of the Reserve Bank.

10. Formalities on completion of the poll:

After the poll is completed, the box or boxes should be sealed properly, wrapped in cloth and sent by air-freight to the office of the Tribunal at Bombay. The counter-foils of the ballot papers and the unutilised ballot papers should be sent by air-freight in a separate envelope to the office of the Tribunal together with a covering letter. In the covering letter, a brief should be given of the conduct of the poll.

A separate report should be given in respect of employees who are not available in the office as on the date of the poll either due to being on tour or on leave (vide paragraph 6 of Annexure I).

11. Miscellaneous:

(a) Security Arrangements:

The Polling Officer may, if he so desires, arrange for a constable to be present to assist him in maintaining security.

(b) Participation by Association of employees:

The various associations of the employees of the Bank, including the Association recognised by the Bank at the centre, are not eligible and should not in any manner be associated or permitted to be associated with the poll. In particular, no representative of any Association should be present in the Polling Room.

(c) Administrative Arrangements:

The officer-in-charge of the concerned office of the Reserve Bank shall make all administrative arrangements such as procuring ballot boxes, arranging for their sealing and packing in the presence of the Polling Officer and sending them by air-freight to the office of the Tribunal, sending telegrams to the Tribunal etc.

(d) Tribunal's Representative:

The Tribunal's Representative will be associated with the conduct of the poll. He will be given all necessary facilities for observing the conduct of the poll, including being present in the Polling Room.

ANNEXURE III

No. A.———
Signature

.....

(perforation)

No. A.———

FORM FOR INDICATING VIEWS

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

Ref. No. NTB. 1 of 1979

I have gone through the copies of the following Settlements between the Bank and the All-India Reserve Bank Employees' Association, namely,—

(i) Memorandum of Settlement dated 28th September 1979;

(ii) Supplemental Agreement dated 21st November, 1979; and

(iii) Supplemental Agreement dated 12th March, 1980.

I ACCEPT the Settlements	I DO NOT Accept the Settlements

Note: Score off which is NOT THE OPTION

Signature of the employee to whom the ballot paper is issued should be taken on the counter-foil.

Telegram "Centribunal"

Justice C.T. DIGHE Phones Office: 294519
Residence 235232/
242058

NATIONAL INDUSTRIAL TRIBUNAL
296, P. Nariman Street, Fort,
Bombay-400 001.
Reference No. NTB. 1 of 1979

EMPLOYEES IN RELATION TO RESERVE BANK OF INDIA

AND

THEIR CLASS III SECTIONS

I hereby appoint the within signed ———— Shri/Smt.....as my representative-cum-commissioner for the Opinion Poll to be held under Section 11 of the Industrial Disputes Act, 1947. He/She will work as indicated below :

Date of Poll	Centre of Poll	Location and Booth No.
Bombay, ...April, 1980.	SEAL NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY	Sd/- (C.T. DIGHE) PRESIDING OFFICER.

Reference No. NTB. 1 of 1979

Employees in Relation to Reserve Bank of India

and

Their Class III Workmen

INSTRUCTIONS TO THE REPRESENTATIVES-CUM-COMMISSIONERS OF THE TRIBUNAL

1. Annexure (1) and annexure (2) given herewith will show the purpose and the manner in which Opinion Poll is to be held at various centres. Some centres are in Bombay and some are outside Bombay. In Bombay in a few cases the Representatives may have to go from one location to another during specified time.

2. Normally, the contingent at the Poll will consist of one Identifying officer from the Reserve Bank of India, A.L.O./L.E.O., two Clerks one for ticking the electoral rolls and another for delivering the Ballot Papers, and one Peon in addition to the Representative of the Tribunal.

3. The Representative of the Tribunal as soon as he goes to the centre should first apprise himself regarding the Ballot Papers which were required to be sent by post and in general what is the position in that respect.

4. He should inspect the boxes kept for collecting Ballot Papers and ensure safety is respect of them.

5. He should also inspect the place where the Poll is to take place and satisfy himself that there would be no outside interference. He has also to see that the arrangements are so made that the A.L.O./L.E.O. sits at a place from where he can observe both the ticking and the delivering Clerk as well as Ballot Box in which Ballot Papers are required to be dropped.

6. He should also give thought to the security arrangements in consultation with the A.L.O./L.E.O.

7. He may have a look on the electoral rolls and in consultation with the A.L.O./L.E.O. decide upon the way in which persons could be called for or whether anybody could come any time he chooses. He should also see that the time is extended where necessary so that there is no grievance that although people wanted to vote and were not negligent in exercising that right, they were unable to do so by reason of the failure in arrangements. At the time of Poll they should ensure that there is a smooth flow of the persons coming. In this connection instructions issued in annexure (2) should be carefully followed.

8. After the completion of the poll, as stated in annexure (2) the Ballot boxes should be sealed and arrangements for the despatch should be made.

9. If any contingency that arises, in consultation with the A.L.O./L.E.O. a reasonable view of the matter should be taken. and steps should be taken accordingly.

10. In short, it should be seen that the Opinion Poll is not interfered with, due to technicalities, reasonable facilities for the exercise of the right to the deserving are given and that if necessary reasonable modifications in the instruction given in the annexure are made.

11. The Representative should carry with his personal seal such as a ring etc. which can be useful for him to impress on the sealing wax.

नई दिल्ली, 1 जुलाई, 1981

का०आ० 1964:—केन्द्रीय सरकार ने यह समाधान हो जाने पर, कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (न) के उपखंड (vi)

के उपबंधों के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का०आ० 226 तारीख 20 जनवरी, 1981 द्वारा इंडिया गवर्नमेंट मिंट, बंबई को उक्त अधिनियम के प्रयोजनों के लिए 20 जनवरी, 1981 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है।

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (न) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 20 जुलाई, 1981 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/15/81-डी-1(ए०)]

New Delhi, the 1st July, 1981

S.O. 1964 :— Whereas the Central Government, having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, (14 of 1947) declared by the notification of the Gazette of India in the Ministry of Labour No. S.O. 226 dated the 20th January, 1981, the India Government Mint, Bombay to be a public utility service for the purpose of the said Act for a period of six months from the 20th January, 1981;

And, whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act for a further period of six months from the 20th July, 1981.

[No. S-11017/15/81-D.I(A)]

आदेश

का०आ० 1965:—भारत सरकार के तत्कालीन श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का०आ० 458, तारीख 5 फरवरी, 1963 द्वारा गठित श्रम न्यायालय, जालन्धर के पीठासीन अधिकारी का पद रिक्त हुआ है ;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुसरण में, केन्द्रीय सरकार श्री इकबाल सिंह को उक्त न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है ।

[फा० संख्या एस-11020/2/81—डी 1(ए)]
शशिभूषण, अवर सचिव

ORDER

S.O. 1965 :—Whereas a vacancy has occurred in the office of the presiding officer of the Labour Court Jullundur, constituted by the notification of the Government of India in the late Ministry of Labour and Employment No. S. O. 458 dated the 5th February, 1963 ;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri Iqbal Singh, as the Presiding officer of the said Court.

[F. No. S—11020/2/81-D.I.(A)]
SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 2 जुलाई, 1981

का०आ० 1966:—केन्द्रीय सरकार, धातुत्पादक खान विनियम, 1961 के विनियम 11 के उपविनियम (1), (2) और (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० का० आ० 1642 तारीख 24 मई, 1978 को अधिक्रान्त करते हुए, एक खनन परीक्षा बोर्ड गठित करती है, जिसका अध्यक्ष मुख्य खान निरीक्षक होगा और निम्नलिखित व्यक्तियों को तीन वर्ष की अवधि के लिए उस बोर्ड के सदस्यों के रूप में नियुक्त करती है, अर्थात्:—

1. मुख्य खान निरीक्षक (पदेन)	अध्यक्ष
2. श्री एम दत्ता, निदेशक (खनन संक्रियाएं) हिन्दुस्तान जिंक लि०, 6, न्यू फतेहपुर, उदयपुर ।	सदस्य
3. श्री एस०सी० महन्ती, प्रबन्ध निदेशक, आई०सी० हुट्टी गोल्ड माइन्स कम्पनी लिमिटेड, हुट्टी ।	सदस्य
4. डा० एम०ए० रामलू खनन इंजीनियरी आचार्य और संकायाध्यक्ष, प्रायोजित अनुसंधान और परामर्श खनन इंजीनियरी विभाग, भारतीय प्रौद्योगिकी संस्थान, खड़गपुर ।	सदस्य
5. श्री टी०एन० जग्गी, प्रबन्ध निदेशक, पाइराइट्स फास्फेट्स एण्ड कैमिकल्स लि० 6, कम्यूनिटी सेन्टर, ईस्ट आफ कैलाश, नई दिल्ली ।	सदस्य
6. श्री जी०एल० टण्डन, अध्यक्ष और प्रबन्ध निदेशक, नेवेली लिगनाईट कारपोरेशन लि० नेवेली ।	सदस्य

[सं० बी-23012/2/81-एम० (1)]

जे० के० जैन, अवर सचिव

New Delhi, the 2nd July, 1981

S.O. 1966.—In exercise of the powers conferred by sub-regulations (1), (2) and 3 of regulation 11 of the Metalliferous Mines Regulations, 1961 and in supersession of the notification of the Government of India in the Ministry of Labour No. S.o. 1642 dated the 24th May, 1978 the Central Government hereby constitutes the Board of Mining Examinations with the Chief Inspector of Mines as its Chairman and appoints the following persons as members of that Board for a period of three years, namely:—

1. Chief Inspector of Mines (ex-officio)	—Chairman.
2. Shri M. Datta, Director, (Mining Operations), Hindustan Zinc Limited, 6, New Fatehpur, Udaipur.	—Member
3. Shri S.C. Mahanti, Managing Director I/C. Hutti Gold Mines Company Limited, Hutti.	—Member
4. Dr. M.A. Ramlu, Professor of Mining Engineering and Dean, Sponsored Research and Consultancy, Department of Mining Engineering, Indian Institute of Technology, Kharagpur.	—Member
5. Shri T.N. Jaggi, Managing Director, Pyrites, Phosphates and Chemicals Limited, 6, Community Centre, East of Kailash, New Delhi.	—Member
6. Shri G.L. Tandon', Chairman-cum-Managing Director, Neyveli Lignite Corporation Limited, Neyveli,	—Member

[No.V-23012/2/81-MI]

J. K. JAIN, Under Secy.

New Delhi, the 4th July, 1981

S.O. 1967 :—In pursuance of section 17 of the Industrial disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the Employers in relation to the management of Golukdih Colliery of Messrs Bharat Coking Coal Limited, P. O. Jharia, District Dhanbad, and their workmen which was received by the Central Government on the 1st July, 1981.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 33 of 1980

Parties : Employers in relation to the management of Golukdih Colliery of Messrs Bharat Coking Coal Limited, Post office, Jharia District Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri G. Prasad, Advocate.

For the Workmen : None.

State : BIHAR. Industry : COAL.

Dhanbad, the 25th June, 1981

AWARD

By Order No.L-20012(5)/80-D.III(A) dated the 11th November, 1980 the Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of Golukdih Colliery of M/s. Bharat Coking Coal Limited, post office Jharia, District Dhanbad and their workmen in respect of the matter specified in the Schedule attached to the order referred the same to this Tribunal for adjudication. The Schedule to the order reads thus.

"Whether the action of the management of Golukdih Colliery of Messrs Bharat Coking Coal limited post office Jharia, District Dhanbad in removing the name of Shri Sahadat Hussain, Drillman from the roll of the Company with effect from the 14th February, 1977 is justified ? If not, to what relief is the workmen entitled ?"

2. After notice to the parties they have filed their respective written statements. The written statement filed by the union is said to be the written statement-cum-rejoinder. A separate rejoinder has also been filed by the management.

3. The case made out by the management in its pleading may be briefly stated thus. The union sponsoring the dispute has no locus standi to raise the same on behalf of the concerned workman. The workman fell ill, went home and absented himself from duty without information and permission from 21-9-1976. The management after waiting for about 5 months by letter dated 14-2-1977 removed his name from the rolls of the colliery as the workman abandoned his employment and was found not interested in the same. Subsequent thereto the workman sent a registered letter dated 18-7-1979 in which he resigned his post in the colliery on the ground of his continued illness. In that very letter he requested the management for payment of all his dues and C.M.P.F. accumulation. Since the workman himself resigned he is not entitled to any relief.

The case of the union as made out in its pleading is as follows. The assertion of the management that the concerned workman absented himself without permission from duty is not correct. The management was not right in removing the name of the workman from the rolls on the plea that he had abandoned his post and was not interested in his job. The letter of resignation of the concerned workman has no recognition in law. There being no provision in the Standing Orders for termination of service of a workman by deleting his name from the rolls, the action of the management in terminating the service of the concerned workman by removing his name from the rolls is not legal. So the workman is entitled to the relief of reinstatement.

3. After filing of the written statement and rejoinder the union remained absent on all other dates to which the case was fixed from time to time. The case was posted to 13-4-81, for the first time for hearing. That day there was no appearance for the union. Thereafter the case was posted for hearing to 6-5-81, 25-5-81 and 1-6-81. On all these dates even though management was represented by its Advocate, none appeared for the union. Ultimately the case was posted to 19-6-81 for hearing as a last chance. As on that day management was represented by its advocate and none appeared for the union the hearing of the case was taken up ex-parte. It may be noted here that on several occasions before the case was taken up for hearing fresh notices were issued to the union calling upon it to appear on the dates of hearing. All these attempts did not bear any fruit and so the Tribunal had no other alternative but to hear and dispose of the case ex-parte.

4. On the last date of hearing i.e. 19-6-81 one witness was examined for the management. He is the Dy. Personnel Manager of the colliery. He has proved the letter of resignation which was sent by the concerned workman as well as the registered cover in which the letter was sent. These two documents have been marked Exts. M-1 and M-2 respectively. The contents of Ext. M-1 shows that the workmen resigned his post on the ground of his continued ill health and demanded payment of all his dues. It appears from the evidence of MW-1 that the concerned workman absented from duty without permission with effect from 21-9-76. The letter of resignation Ext. M-1 is dated 16-7-79. MW-1 says that in view of the fact that the concerned workman absented himself from duty with effect from 21-9-76 without permission till the letter of resignation of the workman dated 16-7-79 and in view of the fact that in Ext. M-1 the workman resigned his post and demanded payment of all his dues the management had no other alternative but to accept the resignation of the concerned workman. The fact that the resignation was accepted by the management according to MW-1 is established from the fact that the management paid all the dues of the concerned workman upto date by Cheque dated 11-1-80 which was personally handed over to the concerned workman. There is no counter-evidence to the evidence of MW-1 . It must, therefore, be held that the workman resigned his post on 11-1-80 when the Cheque for Rs. 2276.10 p. representing all the arrear dues of the workman was handed over to him by the management indicating acceptance of workman's resignation. Admittedly the workman was not performing any duty from 21-9-76 since when he absented himself from duty till 11-1-80 when the resignation was accepted. For this period as the workman did not perform any duty he was not entitled to any wages. MW-1 says that all the dues of the concerned workman upto 20-9-76 were paid under the Cheque dated 11-1-80. This evidence also goes unchallenged. True the assertion made in the written statement of the management that as the concerned workman absented himself from duty without permission with effect from 21-9-76 the management after waiting for sometime removed the name of the concerned workman from the rolls thereby terminating his service on the ground that the workman's absence from duty without permission amounted to his abandonment of service cannot be supported in law in as much as there is no provision in the Standing Orders to take resort to termination of services of a workman by removing his name from the rolls, in the circumstance as in the present case, taking the unauthorised absence as abandonment of post. But that would not affect the merit of the case in view of the fact that the workman resigned his post as mentioned above and the resignation was accepted by the management after making all payments due to the workman. In the absence of any explanation as to under what circumstances Ext. M-1 was sent to the management by the concerned workman and in the absence of any challenge to the genuineness of Ext. M-1 I have no hesitation in my mind to accept Ext. M-1 as a genuine document and to hold that the workman resigned his post under the same. The evidence of MW-1 further says that the resignation of the concerned workman was accepted by the management which paid all his dues upto 20-9-76 under the Cheque dated 11-1-80. That being the position the conclusion is irresistible that the concerned workman is not entitled to any relief even though action of the management in removing the name of the concerned workman from the rolls of the colliery as he absented himself from duty with effect from 21-9-76 without permission cannot be said to be justified. The termination of the services of the concerned workman may be treated as a case of termination on the ground of continued ill-health as disclosed from Ext. M-1. The reference is answered accordingly. Since there is no appearance for the union there will be no orders for costs.

B.K. RAY, Presiding Officer

[No. L-20012/5/80-D.III(A)]

S.O. 1968.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Governmet Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of East Bhuggatdih Colliery of Messrs Bharat Coking Coal Limited, P.O. Jharia, District Dhanbad and their workmen, which was received by the Central Government on the 30th June, 1981.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 11 of 1980

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES: Employers in relation to the management of East Bhaggatdih Colliery of Messrs Bharat Coking Coal Limited, Post office Jharia, District Dhanbad.

AND

Their workmen.

APPEARANCES:

On behalf of the employers : Shri B. Joshi, Advocate.
On behalf of the workmen : Shri Lalit Burman, Secretary, United Coal Workers Union, Dhanbad.
State: Bihar. Dhanbad, 24th June, 1981.

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its notification No. L-20012(13)/80-D. III(A) dated 9th July, 1980 has referred this dispute to this Tribunal for adjudication on the following terms:

SCHEDULE

"Whether the action of the management of East Bhuggatdih Colliery of Messrs Bharat Coking Coal Limited, Post office Jharia, District Dhanbad in dismissing the services of Sarvashri Gajidin Kewat, Aziz Mian, Prabhu Gareria and Sukaran Jaswara, Loaders with effect from the 24th October, 1979 is justified ? If not, to what relief are the said workmen entitled?"

2. The concerned workmen were charge-sheeted under clause 29(5) and 29(20) of the certified standing orders applicable to East Bhaggatdih Colliery. The substance of the charge is that on 19-9-79 at about 4 P.M. Shri A.K. Gour, Assistant Manager of No. 1 Pit, East Bhuggatdih Colliery was going from the mine to the colliery office when these concerned workmen assaulted him with stone, blows etc. causing bleeding and other injuries on the person. As the acts committed by them constituted serious misconduct, the concerned workmen were individually issued chargesheet on 17-9-79.

3. The concerned workmen submitted a joint reply denying the allegations levelled against them. Two of them S/Shri Gazidin Kewat and Aziz Mian took the plea that at the time of occurrence they were present at the pit top whereas the other two S/Shri Prabhu Gararia and Sukaran Jaswara took the plea that at the time of occurrence they were present at the payment counter of the colliery office.

4. The replies of the concerned workmen to the chargesheet were considered to be unsatisfactory by the management and a departmental enquiry was ordered to be conducted by Shri A.K. Srivastava, Sr. Personnel Officer of Ena colliery. Shri Srivastava was appointed as Enquiry officer by the office order dated 25-9-79 issued by the Agent of the collieries of Kustore Area. The enquiry officer fixed the date of enquiry on 3-10-79 at 9 A.M. in the office of the Personnel Officer, East Bhuggatdih Colliery. Some adjournments were granted at the instance of the concerned workmen. On 12-10-79 the management examined 4 witnesses viz. S/Shri A. K. Gour, Assistant Manager, Shri S. Majumdar, Addl. Manager, Dr. S.K. Mukherjee, Medical Officer and Shri S. Kumar the Superintendent of the colliery. The defence also gave witnesses on 12-10-79, 13-10-79 and 15-10-79 and the workmen also examined themselves.

5. The enquiry officer considered the materials produced before him and accepted the version of the prosecution and rejected the version of the defence. He submitted his report on 19-10-79 holding the concerned workmen guilty of misconduct for which they had been charged. The report was also considered by the competent authority and the concerned workmen were dismissed by letter dated 24-10-79.

6. An industrial dispute was raised by the Secretary, United Coal Workers Union, Sahu Bhawan, Darmasala Road, P.O. Jharia, District Dhanbad. The concerned workmen belong to the aforesaid union. Since the conciliation failed, a failure report was submitted by the Asstt. Labour Commissioner (C), Dhanbad which has led to this reference by the Ministry of Labour, Government of India.

7. On management's prayer to determine that the enquiry was fair and proper, the enquiry officer was examined and the charges and proceedings were taken into evidence together with the report. It was held by this court that the enquiry was fair and proper. At that stage also it was submitted on behalf of the workmen that the report was perverse because erroneous conclusion was drawn by the enquiry officer. It was agreed that since the question of perverseness of the enquiry report was a matter touching on the merit of the case it could not be gone into at the time of assessing that the enquiry was fair and proper. We have since heard the management and the workmen representatives on the question of merit which I will presently discuss.

8. It is an accepted position that except Shri A.K. Gour, the Asstt. Manager the management did not examine any eye witness in corroboration of the facts of occurrence. Shri Gour in his evidence before the enquiry officer admitted that one Chunilal, helper of the colliery and others had come to his rescue. He could not name the others. This Chunilal named by Shri Gour was not examined by the management at the time of enquiry although Shri Gour was the first witness to be examined by the management. No explanation was offered as to why Chunilal was not examined. The enquiry officer in his evidence before me has said that he did not require the management to examine Chunilal on the facts of occurrence as deposed by Shri A.K. Gour. The other three witnesses had subsequently heard about the occurrence from Shri Gour. It is clear that the only witness who could have corroborated about the occurrence named Chunilal was not examined and therefore the statement of Shri A.K. Gour about the occurrence remained uncorroborated. The management have however, tried to show that soon after the occurrence Shri Gour reported the matter to the manager in writing on the basis of which superior officers were informed and charges were framed. On behalf of the workmen it has been submitted that the complaint of Shri Gour was not produced before the enquiry officer to corroborate the occurrence of the facts as alleged by him. It has further been argued that the evidence of the other 3 witnesses who heard about the occurrence and took steps against the concerned workmen should be considered as corroboration. We are here concerned with the question if the facts alleged by Shri A.K. Gour in his evidence has been corroborated by any eye witness. Since the presence of an eye witness named in his evidence is an admitted position that witness should have been very important in considering the question as to whether the occurrence took place in the manner as alleged by Shri Gour. This has not been done and therefore we cannot say that his evidence has been sufficiently corroborated in support of the charges levelled against the concerned workmen.

9. The management has relied on the evidence of the Docto r to show that Shri A.K. Gour received a lacerated wound ¾" × 1" muscle deep on the head. Another injury of ½" abrasion on the right side of neck, back portion. The third injury was inflammatory swelling over the right wrist. It may be mentioned that from the report of Dr. Mukherjee the management wanted to show that the head injury was caused with stone. The evidence of Shri A.K. Gour is that the concerned workmen Gazidin hit him with a big stone on his head. On behalf of the workmen it has been contended here that a police case was instituted on the basis of the statement of Shri A.K. Gour and the police referred Shri Gour to a Government doctor. Since the matter was taken to court, the doctor was examined as a witness and the certified copy of the medical report as issued by the court was filed before this Tribunal. Shri Gour was examined on the same day of the occurrence i.e. on 17-9-79 at about 7 P.M. i.e. 3 hours after the alleged time of occurrence. The Government doctor did find a head injury which was a lacearated cut injury 1/4" × 1/6" with superficial cut. No other injury was found by the doctor. Comparing the evidence of Dr. Mukherjee before the enquiry officer and the injury as found by the Government doctor there is a vast divergence between the nature of the injury as received by Shri A.K. Gour. It is clear that the evidence of Dr. Mukherjee about the gravity of the injury could not be substantiated. Dr. Mukherjee did not produce his own report before the enquiry officer. Besides the nature of injury being contradictory, it is difficult to accept the evidence of Dr. Mukherjee as a substantial corroboration of the evidence of Shri A.K. Gour.

10. In the enquiry report too much stress has been laid on the question as to why the defence version is not correct. The defence has taken the plea that Shri A.K. Gour had fallen down from his motor cycle and this has led to some superficial injury. The concerned workmen on that very day had some exchange of hot words with Shri A.K. Gour, Assistant Manager on some question and therefore in order to penalise them this false case has been instituted by Shri A.K. Gour. That there was some trouble on that date is an admitted position and specifically alleged by the concerned workmen. The enquiry officer did not accept the version of the defence witnesses and came to the conclusion that the solitary testimony of Shri A.K. Gour on the point of occurrence was to be believed for the reason that the defence case has failed. On behalf of the workmen Shri Lalit Burman has rightly argued that the prosecution case must stand on its own legs and it cannot find absolute support on the weakness of the defence case. I agree that the enquiry officer in considering the charges has made a grave error.

11. At the time of the enquiry one attendence register was produced by the management showing that the concerned workmen had left the pit at 3.30 P.M. This was produced in order to show that the concerned workmen did not leave the pit at 4 P.M. which was the Schedule time for leaving the pit. In this register it is apparent that the time noted for the concerned workmen to have left the pit is 4 P.M. which was cut and 3.30 substituted. On behalf of the workmen it has been contended that since the document has been produced by the management it is obviously an interpolation and a obvious inference should be made that this interpolation was made by the management in order to suit the time of occurrence. Shri Burman has argued if the concerned workmen left the pit at 4 P.M. there was no possibility for any of the concerned workmen to have committed this crime of assaulting Shri A.K. Gour. This is a very important factor which has been very lightly dealt with by the enquiry officer. All he has said is that this register is unreliable. But the enquiry officer failed to draw correct conclusion that since it was a document in possession of the management it could be the management alone to make the interpolation to show the time that it was possible for the concerned workmen to have committed this assault on the person of Shri A.K. Gour.

12. Shri Burman has further submitted in no sooner the report had been filed the management passed the dismissal order which could only mean that they were determined to dismiss them without considering the evidence and the enquiry report in the proper perspective. There was no doubt that the dismissal order was passed in a hurry. Shri Burman further pointed out that on account of the attitude of the management the workers went on a strike and it was called off on the assurance that on appeal the entire matter would be considered by the superior body. An appeal was also filed but the dismissal order was sustained by the superior authority. The concerned workmen were therefore left with no other alternative but to raise this industrial dispute.

13. In view of the discussions above, I hold that the action of the management of East Bhuggatdih Colliery of Messrs Bharat Coking Coal Limited, Post Office Jharla, District Dhanbad in dismissing the services of Sarvashree Gajidin Kewat, Aziz Mian, Prabhu Gareria and Sukaran Jaswara, loaders with effect from the 24th October, 1979 is not justified. Consequently the concerned workmen are entitled to be reinstated with effect from 24th October, 1979 with all their back wages and other emoluments.

This is my award.

J. P. SINGH, Presiding Officer

[No. L-20012(13)/80-D. III(A)]

S. O. 1969.—In pursuance of section 17 of the Industrial Dissputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in respect of a complaint under section 33A of the said Act filed by the workmen of Gore Magnatite Project of Bharat Coking Coal Limited against the management of Bharat Coking Coal Limited, which was received by the Central Government on the 30th June, 1981.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), DHANBAD

Complaint No. 1 of 1979.

In the matter of a complaint under Section 33A of the Industrial Disputes Act, 1947

(Arising out of Refererce No. 4 of 1978)

PARTIES : The workmen of Gore Magnatite Project of Bharat Coking Coal Ltd.....Complainant.

vs.

Bharat Coking Coal Limited.....Opp. Party.

APPEARANCES:

On behalf of the complainant : None.

On behalf of the Opp. party : None.

State : Bihar. Industry: Magnatite Project, Dhanbad, 25th June, 1981.

AWARD

This is a complaint filed under Section 33A of the I. D. Act, 1947 by the workmen of Gore Magnatite Project of Bharat Coking Coal Ltd. Complaining that the opposite party in utter violation of the provisions of S.33 of the I. D. Act has reduced the wages of the piece rated workmen. The complainants have alleged that the opposite party, with a mala fide intention trying to transfer the Gore mines to other persons and 70 persons have already been laid off. If has been further alleged by the complainants that the management has closed the working of Gore Mines, one of the mines under the project.

2. The opposite party in their written statement has contended that there has been no reduction in the wages of the piece rated workers. They have further contended that they have not closed the Gore Mines or transferred any workmen.

3. The complaint was filed during the pendency of the Reference No. 4 of 1978 and the Reference has been disposed of by this Tribunal on 13th November, 1980 wherein the parties have amicably settled their dispute. After the settlement of their original dispute in the above reference none of the parties appeared in this court in the complaint case inspite of the notices served upon them. It appears the complainants are no longer interested to contest the complaint.

3. In the result the complaint is disposed of as dismissed.

J. P. SINGH, Presiding Officer,

[No. Z-20025/2/81-D. III (A)]

A. V. S. SARMA, Desk Officer

S. O. 1970.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the Administrative Body of the Madras Port Clearing & Forwarding (Regulation of Employment) Scheme, Madras and their workmen, which was received by the Central Government on the 2nd July, 1981.

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L., PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, MADRAS

(Constituted by the Government of India)

Wednesday, the 17th day of June, 1981

Industrial Dispute No. 8 of 1981

[In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Administrative Body of Madras Port Clearing and Forwarding (Regulation of Employment) Scheme, Madras-1.]

BETWEEN

The workmen represented by :

The General Secretary,

Transport & Dock Workers' Union,

No. 9, Second Line Beach, Madras-600 001.

AND

The Administrative Officer,

Madras Port Clearing and Forwarding (Regulation of Employment) Scheme, M.D.L.B. Buildings,

Rajaji Road, Madras-600001.

REFERENCE :

Order No. L-33011/4/80-D.IVA, dated 12-1-1981 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for hearing upon perusing the reference, claim and counter statements and all other connected papers on record and upon hearing of Thiru G. Balaram, General Secretary of the Union for the workmen and of Thiru A.S. Ranganathan, Advocate for the Management and both parties having made endorsement that the Management agree to consider the 37 workmen in open selection for casual employment, along with others as and if any occasion arises subject to the rules and regulations and recording the same, this Tribunal passed the following :

AWARD

This is an Industrial Dispute between the workmen and the Management in relation to the Administrative Body of the Madras Port Clearing and Forwarding (Regulation of Employment) Scheme, Madras-1 referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in Order No. L-33011/4/80-D.IV.A., dated 12th January, 1981 of the Ministry of Labour in respect of the following issue :

Whether the action of the management in relation to the Administrative Body of the Madras Port Clearing and Forwarding (Regulation of Employment) Scheme, Madras in overlooking the claims of the 37 undermentioned mazdoors for absorption and engagement under the Scheme is legal and jusified ? If not, to what relief are the concerned workmen entitled ?

NAME OF WORKMEN

1. Shri D. Thanasl
2. Shri P.Guruswamy
3. Shri R. Sundaraswamy
4. Shri V. Subramanian
5. Shri G. Muthu
6. Shri K. Palaniswamy
7. Shri M. Balasubramanian
8. Shri M. Karumaliyan
9. Shri S. Ramamoorthy
10. Shri T. Amasi
11. Shri K. Devaraj
12. Shri T. Ramaswamy
13. Shri N. Lakshmanan
14. Shri G. Veluchamy
15. Shri T. Mani
16. Shri P. Subramani
17. Shri R. Sakkarai
18. Shri S. Sakkaraiswamy
19. Shri S. Mookuran
20. Shri M. Muthu
21. Shri K. Karuppiah
22. Shri S. Subramanian
23. Shri G. Krishnan
24. Shri T. Thangam
25. Shri P. Ramu
26. Shri N. K. Bose
27. Shri G. Ramaswamy
28. Shri M. Nagu
29. Shri P. Pandi
30. Shri. S Ramayya
31. Shri M. Chellaswamy
32. Shri M. Bose
33. Shri K. Muniswamy
34. Shri M. Maliaswamy
35. Shri M. Sokkalingam
36. Shri K. Sivaperumal
37. Shri M. Muniswamy